



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

September 5, 2017
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [7:00PM: Wine & Malt Beverage License Hearing – Transfer from Pecorino Inc. to Silenus' Cellar, Inc.](#)
- b) [159 Millbury Street - Well water](#)

2. RESIGNATIONS

- a) [Kristi Lutjelusche – Recreation Commission](#)
- b) [Kristin Wood – Economic Development Commission](#)

3. APPOINTMENTS

- a) [David Callahan – Soldiers and Sailors Memorials Committee](#)
- b) [Karl Moisan – Tax Increment Financing Committee](#)

Town Administrator

- a) [Administrative Assistant to the Board of Selectmen](#)
- b) [Rebecca Meekins – Parking Clerk](#)
- c) [Ricardo Rivera – Auxiliary of the Grafton Fire Department](#)
- d) [Michael T. Ciaramicoli – Auxiliary of the Grafton Fire Department](#)
- e) [Alexander J. Patch – Auxiliary of the Grafton Fire Department](#)
- f) [Matthew Bruso – Auxiliary of the Grafton Fire Department](#)

4. NEW BUSINESS

- a) [Vote to allow the Chair to sign – Initial Compliance Certification for Massachusetts School Building Authority](#)

- b) [Vote to accept – Determination of MLBC grant status](#)
- c) [Vote to sign – Solar Agreements with NRG Energy](#)
- d) [Vote to approve – Change Order #1 for Town Common Improvements Project](#)
- e) Vote to sign – Contract for MRC Coordinator for FY2018
- f) [Vote to award – 21 Follette Street Land Lease - US Wireless Inc.](#)
- g) [Vote to award – Sale of land at 105 Rear Westboro Road – ARuss Investments Inc.](#)
- h) [Vote not to exercise right of first refusal for 61A property – 118 Adams Road](#)
- i) [Vote to approve – One Day Beer and Wine License – South Grafton Firefighters Association – 9/23/2017](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) Grafton Planning Board on streetlight layout for Gristmill Subdivision
- b) [Designating Planning Board as Chief Executive body for consideration of 40R designation application to the Department of Housing and Community Development](#)
- c) [Draft October Town Meeting Warrant](#)

8. MEETING MINUTES –

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Bruce Spinney, Chairman
Sargon Hanna, Vice Chair
Jennifer Thompson, Clerk
Brook Padgett
Craig Dauphinais*

LEGAL NOTICE

BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Richard Schnitzlein, Silenus' Cellar, Inc for the transfer of the Wine and Malt Beverage License currently in the name of Simone Linsin d/b/a Pecorino Inc.

Premise to be licensed is located at 135 Westboro Road, N. Grafton MA. The premises, is a 513 sq. ft. cheese shop operating since 2010 with an additional 247 sq. ft. room for wine sales since 2011, (total 760 sq. ft.)

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, September 5, 2017 beginning at 7:00 p.m.

Grafton Board of Selectmen

Bruce Spinney III, Chairman
Sargon Hanna, Vice Chair
Jennifer Thomas, Clerk
Brook Padgett
Craig Dauphinais

Publish Grafton News
August 17 & 24, 2017
Town Bulletin Board



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/ahcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

☐ Yes ☐ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

TYPE

CATEGORY

CLASS

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Middle:

Last Name:

Title:

Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Richard Schnitzlein	Director	100	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	759sqft	2

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	<input type="text" value="Silenus' Cellar, Inc"/>	FEIN:	<input type="text"/>
DBA:	<input type="text"/>	Fax Number:	<input type="text"/>
Primary Phone:	<input type="text"/>	Email:	<input type="text"/>
Alternative Phone:	<input type="text"/>	Legal Structure of Entity	<input type="text" value="Corporation"/>

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="Pleasant St"/>
City/Town:	<input type="text" value="Upton"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="Pleasant St"/>
City/Town:	<input type="text" value="Upton"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation of each.

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input checked="" type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input checked="" type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
1998-Present	Co-Owner	Self	23 Pleasant St, Upton, MA	
10/2016-Present	Wine Director	Pecorino	135 Westboro Rd, Grafton, MA	
10/2014-12/2015	Wine Associate	Needham Center Fine Wines	1013 Great Plain Ave, Needham, MA	
11/2011-7/2014	Manager	Sudbury Wine and Spirits	410 Boston Post Rd, Sudbury, MA	

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	<input type="text"/>
B. Purchase Price for any Business Assets	<input type="text"/>
C. Costs of Renovations/Construction	<input type="text"/>
D. Purchase Price of Inventory	<input type="text"/>
E. Initial Start-Up Costs	<input type="text"/>
F. Other (Please specify)	<input type="text"/>
G. Total Cost (Add lines A-F)	<input type="text"/>

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total	<input type="text"/>

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Holden Realty Trust		No	
Total:			<input type="text"/>

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, Richard Schnitzlein the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Silenus' Cellar, Inc, hereby submit this application for Transfer of License of Package Store (Wine and Malt)
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Richard Schnitzlein

Date: 08/11/2017

Title: President

August 15, 2017

NOTE

Wayland, Massachusetts
[City] [State]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ _____ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Christopher Holden, Trustee of the Holden Realty Trust u/d/t dated July 18, 2013. I will make all payments under this Note in the form of cash, check or money order. It is agreed between the parties the sum being lent pursuant to this note will come from that portion of the Trust assets attributable to Jennifer Holden.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.9 % per annum with payments being amortized over a term of Ten (10) Years.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and all outstanding interest each month.

I will make my monthly payments on the 1st day of each month beginning on November 1, 2017. I will make these payments every month until the maturity date when all outstanding interest, principal and charges shall become due. If on October 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 25 Upland Avenue, Lunenburg, MA 01462, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ _____ except my first payment will be _____. This first payment will include the first payment plus interest from September 15, 2017 (disbursement date) to September 30, 2017.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

RPS

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(C) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address provided to Note Holder or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that the amounts due have not been paid.

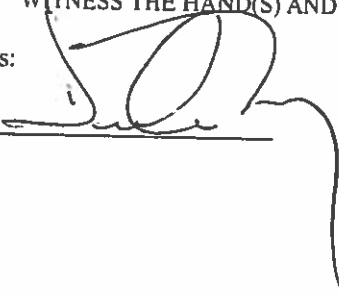
10. UNIFORM SECURED NOTE

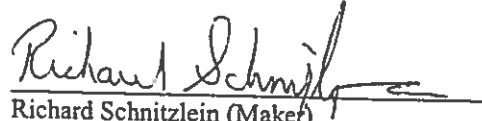
This Note is a uniform instrument with limited variations in some jurisdictions.

RPS

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Witness:




Richard Schnitzlein (Maker)

- Seal
Borrower

(Maker)

- Seal
Borrower

(Maker)

- Seal
Borrower

[Sign Original Only]



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:		CITY/TOWN:	
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APPLICANT INFORMATION

LAST NAME:	SCHNITZLEIN	FIRST NAME:	RICHARD	MIDDLE NAME:	PAUL			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	QUEENS, NY					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	BERTOK	DRIVER'S LICENSE #:	S 52647864	STATE LIC ISSUED:	MA			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	175	EYE COLOR:	BROWN
CURRENT ADDRESS:	23 PLEASANT ST.							
CITY/TOWN:	UPTON	STATE:	MA	ZIP:	01568			
FORMER ADDRESS:	8 PURCHASE ST							
CITY/TOWN:	MILFORD	STATE:	MA	ZIP:	01757			

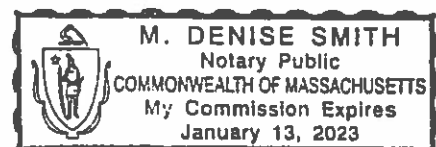
PRINT AND SIGN

PRINTED NAME:	RICHARD SCHNITZLEIN	APPLICANT/EMPLOYEE SIGNATURE:	Richard Schnitzlein
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NOTARY INFORMATION

On this May 26, 2017 before me, the undersigned notary public, personally appeared Richard Schnitzlein
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass. Driver License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

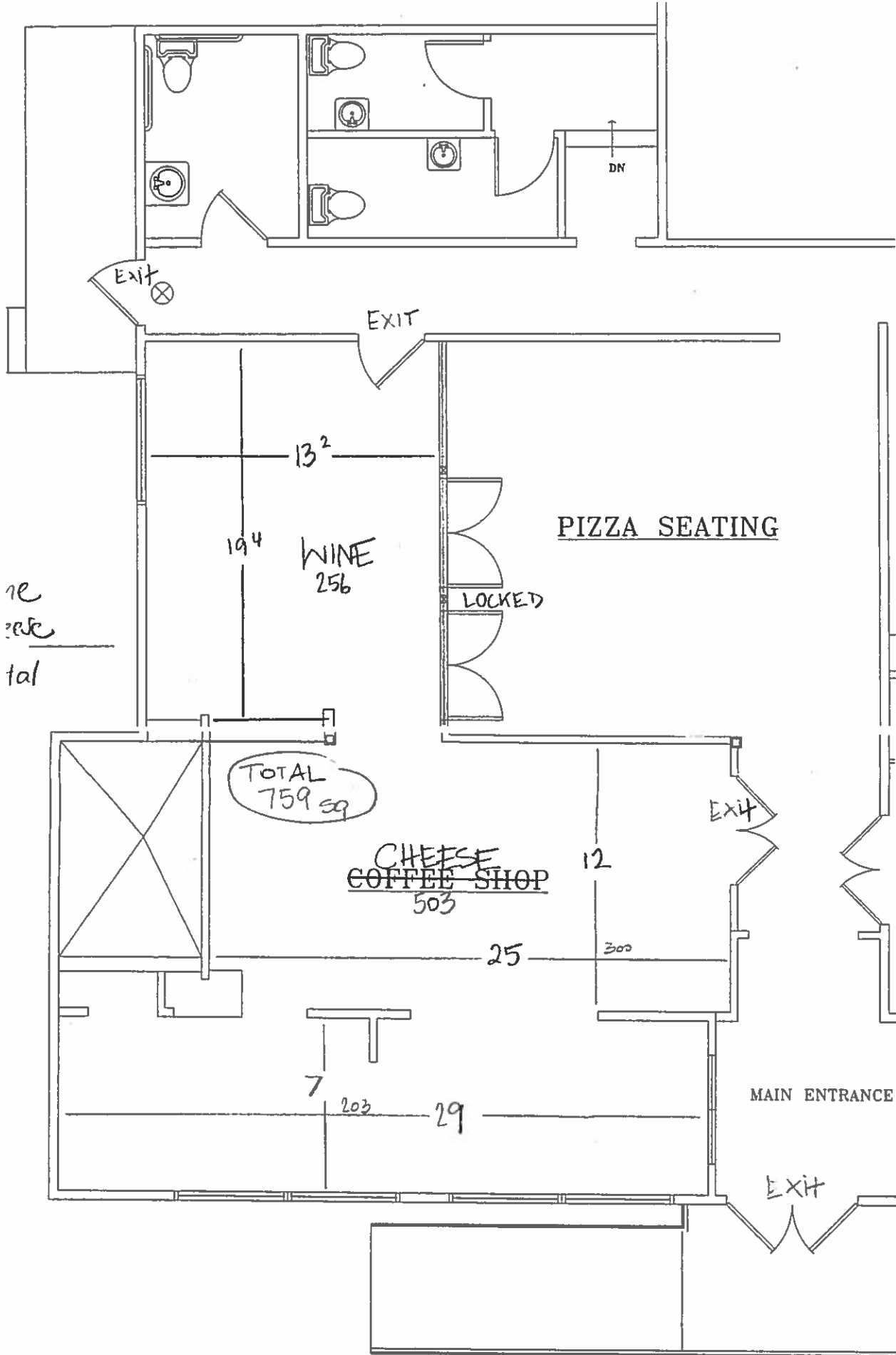
M. Denise Smith
NOTARY



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of August 12, 2017, is entered into by and between **RICHARD SCHNITZLEIN**, an individual residing at 23 Pleasant Street, Upton, Massachusetts 01568 (and, if applicable, any nominee owned and controlled by said individual) ("Buyer"), **PECORINO, INC.**, a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal place of business at 135 Westborough Road (Rt. 30), North Grafton, Massachusetts 01536 ("Seller") and **SIMONE LINSIN**, an individual residing at 28 Bridle Ridge Drive, North Grafton, Massachusetts 01536 ("Stockholder"). Buyer, Seller and Stockholder are each referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller is engaged primarily in the business of selling wine, cheese, cutlery, kitchen accessories and related items and provides catering services related thereto (hereinafter the "Business");

WHEREAS, Stockholder owns beneficially and of record all of the issued and outstanding shares of capital stock of the Seller;

WHEREAS, Seller and Stockholder desire to sell and Buyer desires to purchase substantially all of the assets of the Business upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions contained in this Agreement, at the "Closing" (as defined in Section 4 hereinbelow), the Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from the Seller, all of Seller's right, title and interest in and to the assets, properties, rights, claims, contracts and businesses of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever located which are owned, leased or used in or are related to the Business (other than the Excluded Assets identified in Section 1.2 hereinbelow), (the "Purchased Assets"), and subject only to the liabilities and obligations of the Seller which are defined in Section 1.3 hereinbelow (the "Assumed Liabilities"). The Purchased Assets include, without limitation, the following assets and properties:

- (a) all intellectual property, including without limitation, trademarks, service marks, trade names, copyrights, trade secrets, software and databases used in or necessary for the conduct of the Business as currently conducted;

- (b) all good and saleable inventory with respect to the Business;
- (c) all machinery, equipment, fixtures and furniture used in the Business;
- (d) all supplies owned by the Seller;
- (e) all rights and interests of the Seller in and to any personal property leases, subleases, licenses, purchase orders or other contracts, agreements or instruments relating to the Business if assumed by Buyer pursuant to Section 1.3 below;
- (f) all business and financial records, books, ledgers and files relating to the Business;
- (g) all of the Seller's goodwill, customer and supplier lists and all advertising and marketing materials including all artwork files relating to the Business;
- (h) all rights to the telephone and facsimile numbers (and related directory listings), internet domain names, internet sites, email addresses and social media accounts relating to the Business; and,
- (i) except for Excluded Assets described in Section 1.2 hereinbelow, all other assets and properties related to or used in connection with the Business.

1.2 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include, Buyer shall not purchase, and Seller shall retain, the following assets (the "Excluded Assets"):

- (a) all cash and bank accounts;
- (b) all accounts receivable accruing prior to the date of Closing;
- (c) all prepaid expenses, credits, advance payments, security deposits, customer deposits and refunds due from suppliers for product returns prior to Closing;
- (d) all computers utilized in connection with the Business; and,
- (e) all mobile phones.

1.3 Assumption of Liabilities. At the Closing, Buyer shall assume and agree to pay, perform and discharge when due all liabilities arising out of or based upon Buyer's ownership and operation of the Business and the Purchased Assets from and after the Closing Date. In furtherance of the foregoing, Buyer shall assume the obligations of Seller under (i) outstanding purchase orders as of the Closing for inventory and supplies as identified in Schedule 5.8 hereto, (ii) contracts and leases with vendors and suppliers ("Contracts"), if any, which pertain to the Business and which by their terms continue in effect after Closing (but only with respect to liabilities and obligations first

arising after Closing), including without limitation, maintenance and service agreements, web hosting, domain registration and other agreements all as listed on Schedule 5.9 hereto, and (iii) outstanding, valid and unredeemed gift certificates, vouchers, coupons or promotion entitlements as listed on Schedule 5.8 hereto (collectively, the "Assumed Contracts and Liabilities"). All purchase orders and Contracts, if any, shall, to the extent necessary to consummate the transactions contemplated hereby and Seller is able, be assigned by the Seller to the Buyer at Closing, and to the extent the consent of any party to such Contracts may be required to affect such assignment, the Seller shall, if requested by Buyer prior to Closing, procure same.

1.4 Excluded Liabilities. Except for the Assumed Contracts and Liabilities, it is expressly understood that Buyer is not purchasing, assuming, or accepting any debts, liabilities, or obligations whatsoever of Seller or Stockholder, direct or indirect, primary or secondary, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, including without limitation, any liabilities or obligations now existing or hereafter arising from or in connection with the operation of the Business at any time prior to the time of Closing, all of which remain the debts, liabilities, and obligations of Seller and/or Stockholder as the case may be (the "Excluded Liabilities"). Without limiting the generality of the foregoing, the parties specifically acknowledge that Buyer is not assuming any of Seller's obligations to any of its present or former employees or contractors for salary, commissions, overtime, vacation, paid time off or otherwise, or for any federal, state, local or other taxes.

2. PURCHASE PRICE

2.1 Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, in reliance upon the representations, warranties and agreements of the Seller and Stockholder contained herein, and in consideration of the sale, assignment, transfer and delivery of the Purchased Assets received from the Seller, Buyer, in addition to assuming the Assumed Contracts and Liabilities, will in full payment thereof, pay to Seller at Closing the sum of

_____ dollars plus the value of the Seller's good and saleable inventory as detailed in Section 3.2 hereinbelow (hereinafter the "Purchase Price"). The Purchase Price shall be paid as follows:

- (a) Contemporaneous with the execution of this Agreement, Buyer shall pay an initial deposit in the amount of _____ ("Deposit"). The Deposit shall be held pursuant to the terms of this Agreement in escrow by Seller's counsel in a non-interest-bearing account and shall be duly accounted for at Closing.
- (b) The balance of the Purchase Price shall be paid to the Seller at Closing, subject to adjustments, by wire transfer, cash or certified funds.

2.2 Default of Buyer. Except as provided otherwise in this Agreement, in the event, Buyer fails to fulfill Buyer's obligations hereunder, Buyer shall forfeit the Deposit to Seller as liquidated damages and such forfeiture shall be the sole and exclusive remedy of Seller and Stockholder.

3. ALLOCATIONS, PRICE ADJUSTMENTS AND PRORATIONS

3.1 Allocations. The Purchase Price, subject to any adjustment as hereinafter provided, shall be allocated to the various assets of the Business as follows:

FURNITURE, FIXTURES AND EQUIPMENT

INVENTORY AT COST (t/b/d at Closing)

\$t/b/d at closing

LIQUOR LICENSE

LEASEHOLD IMPROVEMENTS

SUPPLIES/ARTWORK/ADVERTISING MATERIAL

BUSINESS TRADENAME AND GOODWILL

COVENANT NOT TO COMPETE*

(*The noncompete covenant is not a separately bargained for compensatory arrangement, but rather is inseparable from the purchase of goodwill and is necessary to effectuate the transfer of goodwill.)

3.2 Price Adjustment. Within 48 hours prior to Closing, the Buyer and Seller shall take a physical inventory of Seller's good and saleable consumables, merchandise and other products and prepare an itemized report thereof. Inventory shall not be deemed good and saleable if damaged, spoiled or if perishable, bearing a sell by date either before or within seven (7) days of the Closing. Said inventory shall be valued based upon Seller's actual net cost and subject to Buyer's reasonable verification procedures.

3.3 Other Adjustments; Prorations. The following items shall be prorated to the day of Closing: amounts that are prepaid under any Contracts being assumed by Buyer, and expenses pertaining to advertising of the Business that will continue after Closing. In addition, the Purchase Price shall be decreased at Closing (i) by an amount equivalent to 85% of the face value of all outstanding valid and unredeemed gift certificates and (ii) for any customer deposits on outstanding orders and increased at Closing for amounts prepaid by Seller for inventory subject to open purchase orders.

4. CLOSING

4.1 Closing Date. The closing of the purchase and sale provided for in this Agreement (the "Closing") shall be held at The Socius Law Firm, 1900 West Park Drive, Suite 280, Westborough, MA, 01581, on a date that is specified by Buyer which shall be no later than seven (7) days following the satisfaction or waiver of the contingencies set forth in Section 8 (Buyer's Contingencies) or at such other place or earlier or later date or time as may be fixed by mutual agreement of Buyer and Seller.

4.2 Closing Deliveries by Seller. At the Closing, Seller and/or Stockholder shall deliver to Buyer:

- (a) Bill of Sale. A Bill of Sale, in a form reasonably acceptable to counsel for Buyer transferring to Buyer all of Seller's right, title and interest in and to the Purchased

Assets, and such further instruments documents as may be necessary and appropriate to affect the transfer to Buyer of all right, title and interest in and to the Purchased Assets free and clear of any mortgages, pledges, equities, liens, charges, encumbrances, covenants, conditions, or restrictions;

- (b) Consents. Written consents in form and substance reasonably satisfactory to Buyer of each other person or entity whose consent is required to consummate the transactions contemplated herein;
- (d) Certificates of Good Standing and Lien Waiver. The Seller shall deliver to Buyer a Certificate of Legal Existence and Good Standing from the Secretary of the Commonwealth of Massachusetts and a Tax Lien Waiver from the Commonwealth of Massachusetts Department of Revenue;
- (e) Vote of Directors & Shareholders. A vote of the directors and stockholders of Seller approving the sale of the Purchased Assets and all other transactions contemplated by this Agreement;
- (f) Termination Statements. Termination statements effecting a termination of any liens arising on or before Closing, if any, on any of the Purchased Assets;
- (g) Amendment to Articles of Organization. A copy of an amendment to the Articles of Organization of Seller changing the name of Seller to one that does not include "Pecorino" or a variation thereof similar in sound or appearance, to be filed by Seller with the Massachusetts Secretary of State immediately following Closing;
- (h) Assignment of Contracts. An executed Assignment and Assumption of Contracts in a form reasonably acceptable to counsel for Buyer effecting an assignment of those Contracts identified on Schedule 5.9 hereto; and
- (i) Other Documents. All such other documents, instruments, votes, and certificates as the Buyer may reasonably request to carry out and effectuate the purposes and terms of this Agreement.

4.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller and Stockholder:

- (a) Purchase Price. The balance of the Purchase Price described in Section 2 to be paid by wire transfer, cash or certified funds;
- (b) Vote of Directors. If applicable, a vote of the Board of Directors of Buyer's corporate nominee authorizing the execution of this Agreement and the consummation of the transactions contemplated herein.

- (c) Certificate of Good Standing. If applicable, a Certificate of Legal Existence and Good Standing from the Secretary of the Commonwealth of Massachusetts.
- (d) Assignment of Contracts. The Assignment and Assumption of Contracts referenced in Section 4.2(h) above; and
- (e) Other Documents. All such other documents, instruments, votes, and certificates as the Seller or Stockholder may reasonably request to carry out and effectuate the purposes and terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLER AND STOCKHOLDER

Seller and Stockholder hereby jointly and severally represent and warrant to Buyer as follows:

5.1 Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. The Seller has the power to own its properties and to carry on the Business as now being conducted. Seller possesses all permits and licenses from state, local, or federal agencies or subdivisions necessary to operate the Business, all of which are in full force and effect.

5.2 Power and Authority Relative to Sale of Purchased Assets. Seller has, or will have at Closing, full power and authority and has taken, or will have taken prior to Closing, all required actions necessary to permit it to execute and deliver this Agreement and to execute and deliver and perform all of the obligations contained herein (including the assignment, transfer and conveyance of all of the Purchased Assets) and all documents or instruments required hereby or incident or collateral hereto, and none of such actions will conflict with or violate any provision of law or of the by-laws of Seller or will violate or constitute a default under or will result in any breach of any agreement to which the Seller or Stockholder is a party or by which any of the Purchased Assets are subject or bound.

5.3 Ownership of Assets. Seller is the owner of the Purchased Assets and has good, clear and marketable title thereto, free of any and all liens, claims and other encumbrances of any nature whatsoever, and as to leased or licensed assets, including software, has the right to assign (or prior to Closing will procure consent to assign) same to Buyer. The foregoing representation shall not be construed as a warranty that no third party may assert a claim that Seller's business or trade name infringes the rights of any such third party.

5.4 Valid and Binding Obligation. This Agreement constitutes, and each instrument to be executed and delivered by Seller and Stockholder in accordance herewith will constitute, the valid and legally binding obligation of Seller and Stockholder, enforceable against each of them in accordance with their respective terms.

5.5 Litigation. There is no litigation or proceeding pending or, to the best of Seller's and Stockholder's knowledge, threatened against or relating to Business or to Seller or Stockholder that could in any way impact the transaction contemplated under this Agreement or the continued operation of the Business by Buyer after the Closing, and there is no factual basis known to the Seller or to the Stockholder for any such litigation or proceeding. Seller and Stockholder have not been advised that either or both of them have been subject to any investigation or proceeding in connection with any alleged violation of the alcoholic beverage laws of the Commonwealth of Massachusetts.

5.6 Taxes. Seller has filed all tax returns which are due and are required to be filed with respect to the Purchased Assets and with respect to the Business, such tax returns accurately state the taxes due with respect to the Purchased Assets and the Business, and Seller has paid all taxes shown on such tax returns and all other government charges, levies or assessments imposed upon the Purchased Assets or the Business. No notice of audit or notice of examination has been received from the Internal Revenue Service or the Massachusetts Department of Revenue.

5.7 Financial Information. The Seller has heretofore provided all financial information pertaining to the Business, including internally prepared financial statements as of June 28, 2017. Said financial statements fairly present in all material respects the financial condition and results of operations of the Business. Seller, however, makes no representation or warranty concerning the future performance or profitability of the Business.

5.8 Outstanding Purchase Orders and Gift Certificates. Schedule 5.8 hereto sets forth a complete and accurate list of all outstanding purchase orders and all outstanding, valid and unredeemed gift certificates, as of the date hereof, which Schedule shall be updated for any changes arising between the date hereof and Closing.

5.9 Contracts. Schedule 5.9 is a true and correct list of all oral and written contracts which are binding upon the Seller or the Business as of the date hereof, which Schedule shall be updated for any changes arising between the date hereof and Closing.

5.10 Brokers. Neither Seller nor Stockholder have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

5.11 Full Disclosure. No representation or warranty by the Seller or the Stockholder in this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading. There is no fact known to the Seller or the Stockholder relating to any of the Purchased Assets or the Business that may materially and adversely affect the same that has not been disclosed to the Buyer.

6. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller and Stockholder as follows:

6.1 Organization. If Buyer's nominee is a corporation, said Buyer shall be a corporation duly organized, validly existing and, at the time of Closing, will be in good standing under the laws of the Commonwealth of Massachusetts and shall have full corporate power and authority to perform its obligations under this Agreement.

6.2 Authority. Buyer has, or will have at Closing, full power and authority and has taken, or will have taken prior to Closing, all required action necessary to permit it to execute and deliver this Agreement and to execute and deliver and perform all of the obligations contained herein and all documents or instruments required hereby or incident or collateral hereto, and none of such actions will, if applicable, violate any provision of law or of the charter or by-laws of Buyer or will conflict with or violate or constitute a default under or will result in any breach of any agreement to which Buyer is a party.

6.3 Valid and Binding Obligation. This Agreement constitutes, and each instrument to be executed and delivered by Buyer in accordance herewith will constitute, the valid and legally binding obligation of Buyer, enforceable against it in accordance with its respective terms.

6.4 Liquor License. Buyer is aware of the conditions necessary to obtain a liquor license in the Commonwealth of Massachusetts and to the best of Buyer's knowledge is capable and qualified to obtain such a license.

6.4 Financial Information. Buyer acknowledges that he has examined all of Seller's financial information. Buyer is fully aware of possible risks, if any, with respect to the Business and has formed his own judgment as to the worth and potential of the Business and the Purchased Assets hereunder. Buyer is relying upon his own judgment and decision in entering into and consummating the within transaction and, except and otherwise provided for herein, is not relying on any representation, warranty or statements of Seller and/or Stockholder.

6.5 Brokers. Buyer has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

6.6 Buyer's Financial Condition. Buyer agrees that this Agreement is not contingent or otherwise conditioned upon Buyer obtaining third party financing to consummate the transactions contemplated hereby or otherwise to perform its obligations hereunder.

6.7 Litigation. No litigation is pending or, to the best of Buyer's knowledge, threatened against the Buyer that could prevent the Buyer from entering into, or performing his/its obligations under this Agreement.

6.8 Full Disclosure. No representation or warranty by the Buyer in this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading. There is no fact known to

the Buyer that may materially and adversely affect Buyer's ability to consummate the transaction under this Agreement that has not been disclosed to the Buyer.

7. ADDITIONAL AGREEMENTS

7.1 Continuing Operation. From the date of execution of this Agreement until Closing, Seller shall continue to operate its Business in the ordinary course of business consistent with past practice. In furtherance of the foregoing, Seller agrees to keep Richard Schnitzlein employed on the same terms and conditions that exist as of the date hereof until the Closing (or until such sooner date that Seller elects in the event of any termination of this Agreement). The Seller shall use commercially reasonable efforts to preserve intact the goodwill of the Business and the relationships of Seller with its customers, vendors, suppliers and others having business relations with the Business.

7.2 Access. Between the date hereof and the Closing, the Seller will provide Buyer with full access during normal business hours to all files, books records and other information pertaining to the Business and furnish to Buyer and its authorized representatives, upon request, any and all financial and operating information pertaining to the Business.

7.3 Notification of Certain Matters. Between the date hereof and the Closing, the Seller will give prompt notice in writing to Buyer of any information that indicates that any representation or warranty contained herein was not true and correct as of the date hereof or at any time subsequent hereto based on the state of facts then existing, or the occurrence of any event that reasonably could have a material adverse effect on the Business.

7.4 Cooperation. The parties hereto agree to use all reasonable commercial efforts to effect the transactions contemplated by this Agreement.

8. BUYER'S CONTINGENCIES

8.1 Liquor License. This Agreement is made subject to and contingent upon Buyer's receipt of a retail alcoholic beverages license. The Buyer shall use diligent efforts to complete and submit, along with all required documentation, an application for a retail alcoholic beverages license to the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on or before August 18, 2017. If, despite using diligent efforts, Buyer is unable to obtain such a license by October 15, 2017, Buyer may, at Buyer's option, cancel this Agreement, whereupon the Deposit provided in accordance with this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

8.2 Lease. The Agreement shall be subject to and contingent upon the Buyer negotiating a new lease between the landlord and the Buyer with terms that are reasonably acceptable to the Buyer. In the event that an acceptable new lease between Buyer and landlord cannot be negotiated on or before August 18, 2017, Buyer may, at Buyer's option, cancel this Agreement, whereupon the Deposit

provided in accordance with this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. CONDITIONS PRECEDENT

9.1 Conditions to the Obligations of Buyer. In addition to satisfaction of the Buyer contingencies set forth in Section 8 above, the obligation of Buyer to consummate this Agreement and the transactions contemplated hereby are subject further to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Accuracy of Representations. Each of the representations and warranties of Seller and Stockholder shall be true and correct as though made on and as of the Closing; and, Seller and Stockholder shall, on or before the Closing, have performed all of their respective obligations hereunder which by the terms hereof are to be performed on or before the Closing.
- (b) No Litigation. There shall have been no determination by Buyer, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or any federal, state or other governmental authority of litigation, proceedings or other action against Buyer, Seller or Stockholder.
- (c) Compliance. All of the covenants and obligations that Seller and Stockholder are required to perform or to comply with pursuant to this Agreement at or prior to the Closing, must have been duly performed and complied with in all material respects.
- (d) No Material Adverse Effect. There shall not have occurred any event or circumstance between the date of this Agreement and the Closing that reasonably may have a material adverse effect on the financial condition, Purchased Assets or Business of the Seller. The foregoing shall not, however, apply to any event or circumstance arising out of or resulting from (i) any financial or economic conditions in the Seller's industry in general; (ii) any changes in financial markets or general economic conditions; (iii) political conditions, including acts of war (whether or not declared), armed hostilities and terrorism, or developments or changes therein; (iv) any conditions resulting from natural disasters; or (ix) changes in any laws or accounting principles.
- (e) Documents. Each document required to be delivered by Seller and Stockholder at or prior to Closing must have been delivered.

9.2 Conditions to the Obligations of Seller and Stockholder. The obligations of Seller and Stockholder to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Accuracy of Representations. Each of the representations and warranties of Buyer shall be true and correct as though made on and as of the Closing; and, Buyer shall, on or before the Closing, have performed all of its obligations hereunder which by the terms hereof are to be performed on or before the Closing.
- (b) No Litigation. There shall have been no determination by Seller and Stockholder, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or any federal, state or other governmental authority of material litigation, proceedings or other action against Buyer, Seller or Stockholder.
- (c) Compliance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, must have been duly performed and complied with in all material respects.
- (d) Documents. Each document required to be delivered by Buyer at or prior to Closing must have been delivered.

10. RESTRICTIVE COVENANTS

10.1 Non-Competition. During the five (5) year period following Closing, neither the Seller nor Stockholder shall, anywhere within a fifty (50) mile radius of North Grafton, Massachusetts or via an online presence, directly or indirectly, for itself or herself, or as an employee, independent contractor, partner, joint venture, member, shareholder, owner, officer, director, manager, principal, agent, trustee or in any other capacity, engage or participate in any manner in the operation of any business engaged in the sale of wine, beer or cheese at retail; provided that the foregoing restriction shall not preclude the Stockholder from accepting employment with a full-line retail supermarket chain commencing three (3) years following Closing so long as Stockholder does not provide services to customers in the cheese or wine departments.

10.2 Non-Solicitation. During the five (5) year period following Closing, neither the Seller nor Stockholder shall solicit or contact any customer of the Business (determined as of the Closing) for purposes of effecting the sale of any wine, beer, cheese, cutlery, kitchen accessory or other types of products that have at any time during the prior two (2) years been sold by the Seller.

10.3 Confidentiality. From and after the Closing, Seller and Stockholder shall not disclose any information pertaining to the Business that is of a confidential nature. Such information shall include, without limitation, customer lists, supplier lists, sales information, profit margins, other financial data and all other information which is not readily available to the public.

10.4 Enforcement. In the event Seller or Stockholder breach or threaten to commit a breach of the provisions of this Section 10, Buyer shall have the right and remedy to have the foregoing restrictions specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Buyer and that money damages will not provide an adequate remedy. Such right of specific performance shall be in addition to any and all other rights and remedies available in law or in equity. The Seller and the Stockholder further acknowledge and agree that the restrictions set forth in this Section 10 are necessary to protect the goodwill of the Business being acquired by the Buyer hereunder and are reasonable and valid in geographic and temporal scope and in all other respects. In the event that any provision of this Section 10 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable, it being intended that the Buyer shall be afforded the maximum protection permitted by law.

11. INDEMNIFICATION

11.1 Seller's and Stockholder's Indemnification. Seller and Stockholder jointly and severally agree to indemnify, hold harmless and defend Buyer against any and all claims, losses, costs and expenses, whether or not known to Seller or Stockholder prior to Closing and whether existing on the date of Closing or arising thereafter (and including without limitation, reasonable attorney's fees), incurred by Buyer and caused by or arising out of (a) any breach of any representation or warranty of Seller and Stockholder contained in this Agreement; (b) any breach by Seller of, or failure by Seller to perform, any of its covenants or other agreements set forth in this Agreement which by its terms is to be performed prior to, at or after the Closing; (c) any and all liabilities arising under oral or written contracts that are not expressly assumed by the Buyer; and (d) claims by third parties with respect to the operation of the Business during the period prior to Closing.

11.2 Buyer's Indemnification. Buyer agrees to indemnify, hold harmless and defend Seller and Stockholder against any and all claims, losses, costs and expenses, whether or not known to Buyer prior to Closing and whether existing on the date of Closing or arising thereafter (and including without limitation, reasonable attorney's fees) incurred by Seller or Stockholder and caused by or arising out of (a) any breach of any representation or warranty of Buyer contained in this Agreement; (b) any breach by Buyer of, or failure by Buyer to perform, any of its covenants or other agreements set forth in this Agreement which by its terms is to be performed prior to, at or after the Closing; (c) any and all liabilities arising under contracts that have been expressly assumed by the Buyer (but only with respect to liabilities arising after Closing); and (d) claims by third parties with respect to the operation of the Business during the period after the Closing.

12. TERMINATION; BREACH

12.1 Termination. This Agreement may be terminated on or before the Closing in the following circumstances:

- (a) by the mutual written consent of Buyer and Seller;
- (b) by either Buyer or Seller, by giving written notice of such termination to the other Party, if such other Party shall have breached any of its material covenants, obligations or agreements under this Agreement and such breach shall be incapable of cure or has not been cured within ten (10) days following the giving of written notice by the non-breaching Party to the other Party of such breach;
- (c) by Buyer in accordance with the provisions contained within Section 8 (Buyer's Contingencies);
- (d) death of the Richard Schnitzlein or serious illness of said individual, which illness is reasonably expected to preclude him from operating the Business.

12.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 12.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Party except where such breach is intentional or willful.

13. MISCELLANEOUS

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that no assignment (other than by Buyer to a nominee that is controlled by Richard Schnitzlein) shall be made by either Party without the prior written consent of the other Party.

13.2 Fees and Expenses. Whether or not the transactions contemplated hereby are consummated, and except as otherwise specified herein, each Party shall bear its own costs and expenses with respect to the transactions contemplated by this Agreement.

13.3 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability, invalidity or illegality of one shall not affect the enforceability of any others or of the remainder of this Agreement.

13.4 Waiver. The failure or delay of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any single or partial exercise of any right shall not preclude any other or future exercise thereof or any other right. Any waiver hereunder shall be effective only if delivered to the other Party hereto in writing by the Party making such waiver.

13.5 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the Laws of the Commonwealth of Massachusetts without regard to the conflicts of Laws provisions thereof.

13.6 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof and thereof.

13.7 Counterparts. The Parties may execute this Agreement (including by electronic transmission) in one or more counterparts, and each fully executed counterpart shall be deemed an original.

13.8 Further Documents. Each of Buyer and Seller shall, at the request of the other Party, execute and deliver to such other Party all such further instruments, assignments, assurances and other documents as such other Party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

13.9 Notice. All notices hereunder shall be deemed to have been given when delivered in person or, if mailed, when actually received by the person to whom addressed. Such actual receipt shall be conclusively presumed within 3 days of mailing such notice if mailed by registered or certified mail, or within 1 business day if sent by any commercial courier service, addressed to any party at its address set forth below or at any other address notified in writing to the other parties hereto:

To Seller:

Copy to: Todd S. Rosenfield, Esq.
The Socius Law Firm
1900 West Park Drive, Suite 280
Westborough, MA 01581

To Buyer: Richard Schnitzlein
23 Pleasant Street
Upton, MA 01568

Copy to: Barry E. Gold, Esq.
Conn Kavanaugh
One Federal Street, 15th Floor
Boston, MA 02110

13.10 Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or, in the case of a waiver, the party waiving compliance.

13.11 Entire Agreement. This Agreement, any and all referenced Exhibits and Schedules and the other writings specifically identified herein or contemplated hereby, is complete, reflects the entire


agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such other writings; and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such other writings.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day set forth above.

BUYER (individually):

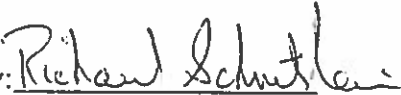

Richard Schnitzlein

SELLER: PECORINO, INC.

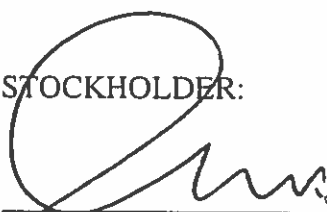
By: 
Title: President

BUYER'S NOMINEE (if applicable):

SILENUS' CELLARS, INC.

By: 
Title: President

STOCKHOLDER:


Simone Linsin

The Socius Law Firm
(as holder of the escrow only)

By: 

SCHEDULES

5.8 - Purchase Orders, Gift Certificates, Vouchers, Coupons and Entitlements

5.9 - Contracts

1588955.5 07654.000

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.10)

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

SILENUS' CELLAR, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To engage in the retail sale of wine, beer, cheese, cutlery, kitchen accessories and related items of all kinds and descriptions.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

N/A

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

SEE CONTINUATION SHEETS VI-A AND VI-B

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLES OF ORGANIZATION -- Continuation Sheet VI-A

The By-Laws of the Corporation may provide that the directors may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which, by law, the Articles of Organization, or the By-laws, require action exclusively by the stockholders entitled to vote thereon; but any By-Law adopted by the Board of Directors may be amended or repealed by the stockholders.

All meetings of stockholders of the Corporation may be held within the Commonwealth of Massachusetts or elsewhere within the United States. The place of such meetings shall be fixed in, or determined in the manner provided in, the By-Laws.

The Corporation may be a partner, general or limited, in any business enterprise which it would have the power to conduct by itself.

Except as otherwise provided by law, no stockholder shall have any right to examine any property or any books, accounts or other writings of the corporation if there is reasonable ground for belief that such examination will for any reason be adverse to the interests of the corporation, and a vote of the directors refusing permission to make such examination and setting forth that in the opinion of the directors such examination would be adverse to the interests of the corporation shall be prima facie evidence that such examination would be adverse to the interests of the corporation. Every such examination shall be subject to such reasonable regulations as the directors may establish in regard thereto.

ARTICLES OF ORGANIZATION -- Continuation Sheet VI-B

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any statutory provision or other law imposing such liability, provided, however, that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of the Business Corporation Law as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit, it being the intention of this provision to limit the liability of a director to the maximum extent allowed by law. If the Business Corporation Law hereafter is amended to authorize the further elimination of, or limitation on, the liability of directors, then the liability of a director of the Corporation, in addition to the limitation of personal liability provided herein, shall be limited to the fullest extent permitted by such amendment or amendments. Any repeal or modification of this provision by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
23 Pleasant Street, Upton, MA 01568
- b. The name of its initial registered agent at its registered office:
Richard Schnitzlein
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location).

President: Richard Schnitzlein - 23 Pleasant Street, Upton, MA 01568

Treasurer: Richard Schnitzlein - Same As Above

Secretary: Richard Schnitzlein - Same As Above

Director(s): Richard Schnitzlein - Same As Above

- d. The fiscal year end of the corporation:
December 31
 - e. A brief description of the type of business in which the corporation intends to engage:
Retail sale of wine, beer, cheese, cutlery, kitchen accessories and related items
 - f. The street address of the principal office of the corporation:
23 Pleasant Street, Upton, MA 01568
 - g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
23 Pleasant Street, Upton, MA 01568, which is
(number, street, city or town, state, zip code)
- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 8th day of August, 2017 by the Incorporator(s):

Signature: Richard Schnitzlein

Name: Richard Schnitzlein

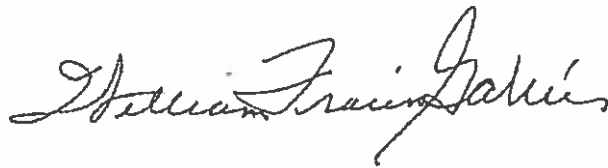
Address: 23 Pleasant Street, Upton, MA 01568

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

August 08, 2017 03:50 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="RICHARD"/>	Middle Name	<input type="text" value="PAUL"/>	Last Name	<input type="text" value="SCHNITZLEIN"/>	Suffix	<input type="text"/>
Title	<input type="text" value="PRESIDENT"/>		Social Security Number		<input type="text"/>		Date of Birth <input type="text"/>		
Primary Phone:	<input type="text"/>		Email:		<input type="text"/>				
Mobile Phone:	<input type="text"/>		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="135"/>	Street Name:	<input type="text" value="WESTBORO RD"/>
City/Town:	<input type="text" value="NORTH GRAFTON"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01536"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="PLEASANT ST"/>
City/Town:	<input type="text" value="LUTON"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------------------	---	-----------------------------------	---

Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
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ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

DATE: 08/11/2017

At a meeting of the Board of Directors of Silenus' Cellar, Inc., held at 23 Pleasant St, Upton, MA 01568, on the 11th day of August, 2017, it was duly voted that the Corporation apply to the Licensing Board of the Town of Grafton, and the ABCC (Alcoholic Beverages Control Commission), for the transfer of the liquor license from Pecorino, Inc (Simone Linsin) to Silenus' Cellar, Inc.

The Directors:

"VOTED: To authorize Richard Schnitzlein to sign the application submitted in the name of Silenus' Cellar, Inc., and to execute in the Corporation's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Richard Schnitzlein of Silenus' Cellar, Inc., as its manager or principal representative, and hereby grant him/her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

"VOTED: That a copy of this vote duly certified by the Secretary of the Corporation and delivered to the manager appointed, or principal representative, shall constitute the written authority required."

It is hereby certified that all the Directors of Silenus' Cellar, Inc., a Corporation duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are residents of the Commonwealth of Massachusetts.

A true copy attest,

A handwritten signature in cursive script, appearing to read "Richard Schnitzlein", written in dark ink.

Corporation Secretary's signature

Sargon Hanna
Manager, Grafton Ishtar, LLC
Grafton Ishtar, LLC
208 Brigham Hill RD
North Grafton, MA 01536
8/10/2017

Richard Schnitzlein
23 Pleasant St
Upton, MA 01568

Dear Richard Schnitzlein:

This letter will serve as a letter of intent for Grafton Ishtar LLC and yourself to enter into a lease agreement for the property located at 135 Westboro Rd, North Grafton, MA 01536, more specifically the 900 Square feet that is home to Pecorino's. Signing of the lease shall be contingent to you receiving all the licenses and approvals from the ABCC and local liquor licensing board as well as any other necessary approvals to run the business.

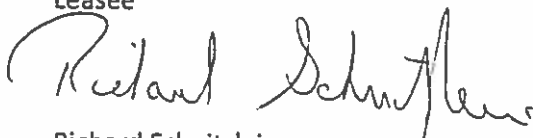
Grafton Ishtar LLC is the owner of record for 135 Westboro Rd, North Grafton, MA 01536. I am the manager of the LLC with the title I am authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the Company purporting to affect an interest in real property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sargon Hanna', followed by a long horizontal line extending to the right.

Sargon Hanna
Manager, Grafton Ishtar, LLC

Leasee

A handwritten signature in black ink, appearing to read 'Richard Schnitzlein', written in a cursive style.

Richard Schnitzlein
Silenus' Cellar, Inc

LEASE

This Lease is made as of the 25th day of May, 2017 by and between Grafton Ishtar, LLC, hereinafter referred to as "LANDLORD" and with a principal place of business located at 208 Brigham Hill Rd, N. Grafton, MA 01536 and _____, Inc. hereinafter referred to as "Tenant" with a principal place of business located at 135 Westboro Rd, N. Grafton, MA 01536.

1. PREMISES; USE; QUIET ENJOYMENT

1.1 Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, upon the terms contained in this lease, the "Premises" known as 135 Westboro Rd, N. Grafton, MA 01536 being a portion of the real estate located at 135 Westboro Rd, North Grafton MA 01536, containing an area of approximately 900 square feet more or less, reserving to the Landlord and excepting from the Premises, however, the exterior walls of the Building, excluding plate glass. The Premises are at the same location occupied previously by Pecorino, Inc.

Appurtenant to the Premises, the Tenant shall have the right, in common with others, to use the sidewalks, parking lots and open areas adjacent to the Building, subject to reasonable regulations as may from time to time be promulgated by the Landlord.

The Landlord further reserves the right from time to time and without unreasonable interference with the Tenant's use to install, use, maintain, repair, replace and relocate for service to the Premises or other parts of the Building, or either pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or Building, and to alter or relocate any other common facility, provided the substitution and substantially equivalent or better.

1.2 Use. The Premises are leased to Tenant for the sole purpose of sales and service of wine, beer and cheese products, towels, cutlery, kitchen accessories and related products. Tenant shall not use or permit use of the premises for any other purpose without written consent of the Landlord, which consent shall not be unreasonably withheld.

1.3 Right to Lease. The Landlord covenants with the Tenant that said Landlord has good right to lease said Premises. Upon paying the rent and all other amounts provided in this Lease and upon performing all of its obligations under the lease, Tenant shall be entitled to lawfully occupy the Premises during the term of this Lease without hindrance by Landlord or any person claiming under or through Landlord.

2. TERM; OPTION TO EXTEND

2.1 Term of Lease. The term of this lease shall be for five (5) years beginning on [August 1, 2017] and shall end on [July 31, 2022], unless extended or terminated as provided herein.
[Actual dates to be added once Mr. Schnitzlein completes the purchase]

2.2 Option to Extend. Provided and on condition that Tenant has during the whole of the term provided for, faithfully complied with and performed in all material respects all of the covenants and conditions of the Lease on its part to be performed, the Tenant herein is hereby given the option to renew the within Lease as provided for in Paragraph 17 hereof.

3. RENT

3.1 Payment of Rent. The Tenant shall pay rent during the term of this Lease to the Landlord at such place as the Landlord may designate in writing from time to time, the following being presently designated: payable to Elias Hanna, 58 Brigham Hill Rd, Grafton, MA 01519.

The monthly and annual rent for the term of this Lease shall be as follows:

Period	Monthly Rent	Annual Rent
08/01/2017 to 07/31/2018	\$900.00	\$10,800.00
08/01/2018 to 07/31/2019	\$925.00	\$11,100.00
08/01/2019 to 07/31/2020	\$950.00	\$11,400.00
08/01/2020 to 07/31/2021	\$975.00	\$11,700.00
08/01/2021 to 07/31/2022	1000.00	\$12,000.00

Beginning [August 1, 2017], rent shall be payable on the first day of each month during the Term in the monthly installments listed above. All rent shall be payable by the Tenant's business check, or in lawful money of the United States, at Landlord's address as herein provided, or such other place as Landlord may from time to time designate in writing to Tenant, on the first day of each month during the term hereof.

3.2 Holding Over By Tenant. In case the Tenant shall, with written consent of the Landlord endorsed hereon, or on the duplicate hereof, at any time continue to occupy The Premises beyond the date specified as the termination of the Lease, the Tenant shall hold the Premises

upon the same terms, and under the same stipulations and agreements as are contained in this Lease, and no holding over by Tenant shall operate to renew this Lease without such written consent of said Landlord. Should the Tenant hold over without such written consent, no tenancy shall be created thereby, but Tenant shall be liable for the reasonable value of the use and occupancy of the Premises during the said holdover and all costs of retaking said Premises by Landlord.

3.3 Late Charge. Tenant shall pay a late charge of three (3%) of the amount of the monthly rent if any installment of monthly rent is not paid in full on or before the 15th of the month, after verbal notice from the Landlord. The late charge shall be in addition to, not instead of, any other remedies of Landlord.

4. TAXES

4.1 Real Estate Taxes. Landlord is responsible for all Real Estate Taxes for the Premises.

4.2 Personal Property Taxes. Tenant shall be responsible for any and all personal property taxes for all of Tenant's equipment and/or personal property kept on the Premises.

5. INSURANCE

5.1 Liability Insurance. The Tenant will keep in force public liability insurance with single limits of not less than One Million and No/100 (\$1,000,000.00) Dollars for bodily injury and death and Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars for property damage which may arise or occur out of the Tenant's occupancy, maintenance and use of the Premises, and will name the Landlord as an additional insured on the policy. Tenant shall in addition carry plate glass insurance in an amount equal to the replacement cost of the plate glass for the leased Premises. The policy shall provide, to the extent obtainable, that Landlord receive at least 30 days prior notice of cancellation or non-renewal policies. Tenant will furnish the Landlord with a copy of said policy including renewal policies and will pay the premiums for said insurance when due.

5.2 Property Insurance. Tenant will insure all of Tenant's property in the Premises. Landlord is responsible to insure the buildings and common areas. The parties will each furnish the other with copies of all policies on request of the other, and shall pay all premiums for said insurance when due.

5.3 Waiver of Subrogation. To the extent permitted by their respective insurers, the parties release each other, and their respective authorized representatives, from any claims for damage

to any person or to the Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall attempt to cause each insurance policy obtained by him to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If an insurance policy can be obtained with a waiver of subrogation only by the payment of an additional premium charge, the party requesting the waiver may, at its option, secure that provision by paying the additional premium.

It is further understood that Landlord shall not be responsible for damage to any personal property belonging to the Tenant, or any other person that is in or upon the Premises or adjacent parking area caused by water, snow, ice or other elements for any other or like casualty or calamity, unless any such loss directly results from the Landlord's negligence.

6. UTILITIES

6.1 Payment of Heat/AC. Tenant pays for heating and AC.

6.2 Payment of Electricity. Tenant pays electricity on the basis of meter readings directly to the utility provider; each building is separately metered.

6.3 Payment of Water /Sewer. Landlord pays for water and sewer on the basis of meter reading directly to the utility provider.

6.4 Payment of Rubbish Removal. Landlord will supply dumpster on location. Tenant pays 1/6th of total bill. Tenant shall include payment along with payment of the rent.

6.4 All Other Utility Charges. All other utilities used by Tenant for the benefit of Tenant such as telephone, hot water, refrigeration and any other service and/or utility which the Tenant may require for the operation of its business shall be provided for and paid for by the Tenant.

The Tenant agrees to pay directly to the authority charged with the collection thereof, all charges for gas/oil heat, air conditioning, electricity, telephone, and other utilities (other than water and sewer) used or consumed in the Premises. Provided that the water and sewer usage may become separately metered or sub-metered, then the Tenant shall reimburse the Landlord the cost of the charges paid by the Landlord for water and sewer used or consumed in the Premises. The Tenant shall make arrangements for such utilities and the Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, nor shall any such interruption or

failure entitle the Tenant to an abatement of rent. The tenant agrees at all times to keep sufficient heat in the Premises to prevent pipes therein from freezing.

7. TENANT'S MISCELLANEOUS COVENANTS

7.1 Snow, Landscaping and Refuse Removal. Tenant shall be responsible for the snow and ice removal from sidewalk in front of the leased Premises. Landlord shall be responsible for snow plowing and sanding of the parking areas surrounding the building. Landlord shall be responsible for all landscaping, and mowing the grass of the premises. Tenant shall be responsible for removal of all refuse generated by its activities which cannot be disposed of in the on-location dumpster by licensed refuse haulers at Tenant's expense.

7.2 Use of Premises. In addition to Tenant's other agreements in this Lease, Tenant agrees as follows:

A. Tenant agrees that it, its employees and visitors will not cause any damage nor misuse the leased Premises.

B. The Tenant shall, throughout the term of his Lease, at its sole expense, promptly comply with all laws and regulations of all Federal, State and municipal governments and appropriate departments, commissions, boards, and officers thereof, including but not limited to the Health Department of the City of Worcester, and/or the Commonwealth of Massachusetts, and the orders and regulations of the National Board Of Fire Underwriters or any other body now or hereafter exercising similar functions, which may be applicable to the Tenant's particular use of the leased Premises, and shall hold Landlord harmless from any fine, penalty or other charges that may be imposed as a result of any such noncompliance.

C. Tenant agrees that at the expiration or termination of this Lease, Tenant will peaceably yield up the Premises in good condition, except for reasonable wear and tear and damage from fire or other casualty for which Tenant is not responsible.

7.3 Tenant's Affirmative Covenants. Tenant covenants that, during the lease term, any renewal or extension thereof, and any period of holding over, Tenant will:

- A. pay when due all rent and other charges payable by Tenant hereunder;
- B. occupy and use the Premises only as herein provided;
- C. replace with glass of like and kind and quality all glass in or immediately about the Premises which may become damaged or destroyed and otherwise keep the Premises in as good order, repair and condition as the same are in at the occupancy date or earlier date of taking possession, or as the same may be put in thereafter, damage by fire or other casualty and reasonable wear and tear excepted, and at termination of this lease will peaceably yield up the Premises with all additions, alterations, and improvements thereto in such good order, repair, and condition, having first removed all goods and effects not attached to the Premises and repairing any damage caused thereby, except to the extent covered by insurance required to be maintained by Landlord under this lease, and will leave the Premises clean and tenantable;
- D. pay when due all taxes assessed by any public authority having jurisdiction against Tenant's leasehold interest or personal property of any kind owned or placed in or about the Premises by Tenant;
- E. permit Landlord or Landlord's agents to examine the Premises at reasonable time and at Landlord's election, to make repairs or additions as Landlord may deem necessary;
- F. comply with all health, safety, and police requirements and obtain all required licenses or permits relative to the Premises or use thereof and not within the sole responsibility of Landlord;
- G. maintain so called "contents and improvements" casualty insurance covering Tenant's leasehold improvements and other property owned by Tenant or for which Tenant is responsible which may at any time be located in the Premises;
- H. pay to Landlord twice the amount of Rent applicable to each month or part thereof during which Tenant may remain in possession of any part of the Premises after expiration or termination as determined by a court of competent jurisdiction of this lease, however occurring together with any damages suffered by Landlord on account thereof, and this covenant shall not restrict Landlord's right of re-entry elsewhere herein provided;

I. pay to Landlord interest, at the rate of three (3%) percent per annum, on all sums whatever becoming due under this Lease and not paid within 15 days of their due date, if called upon by Landlord so to do; and

J. pay Landlord's cost and expense, including reasonable attorney's fees, incurred (1) in enforcing any obligation of Tenant under this lease relative to the institution of any proceedings in a court of competent jurisdiction or (2) as a result of Landlord, without its fault, being made party to any litigation pending by or against Tenant or any persons claiming through or under Tenant to the extent Landlord's cost is not covered by Landlord's or Tenant's insurance policies.

7.4 Tenant's Negative Covenants. Tenant covenants that during the lease term, any renewal or extension thereof, and any period of holding over, Tenant will not:

A. place any signs or other objects outside the Premises, either in corridors or on exterior building walls, including without limitation window or door signs, and will maintain no draperies or other window coverings or lighting within the Premises which will affect the exterior appearance of the Building or the appearance of interior space outside the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord agrees that existing exterior, window and door signs used by Pecorino, Inc. prior to this Lease are acceptable;

B. injure, deface, or overload the Premises or Building or permit therein any flammable fluids, or chemicals, or equipment, or machines, or other materials which may be dangerous to property, life, or limb unless kept and maintained in accordance with law;

C. place or maintain machines or equipment in a manner or location permitting noise or vibration therefrom to unreasonably escape the Premises;

D. permit on the Premises any unlawful act or conduct, or any nuisance or objectionable noises or odors; nor

E. permit any employee, business invitee, or visitor of Tenant to violate any covenant or obligation of Tenant under this Lease.

8. ENVIRONMENTAL MATTERS

8.1 Storage of Toxic Substance. Tenant agrees that at no time will it handle, store and dispose of any chemicals, petroleum products or hazardous substances, and all substances regulated under environmental protection laws or health and safety Laws, in or upon the Premises except in accordance with law.

9. REPAIRS, MAINTENANCE AND ALTERATIONS

9.1 Repairs of Damage Caused By Tenant. Notwithstanding any provisions which place responsibility for certain repairs on the Landlord, Tenant shall be solely responsible for repairing any and all damage to the Premises not covered by Landlord's insurance which is caused by the negligence of misuse of the Premises by Tenant, its employees, or its visitors, or by any alterations installed by Tenant, or otherwise caused by the activities of Tenant, its employees or its visitors.

9.2 Structural Repairs and Maintenance: Liability of Landlord. Landlord shall maintain and repair, as necessary, all structural portions of the building on the Premises, which shall include the roof (including rafters, roof sheathing and roof coverage), foundation, exterior walls(including exterior wall covering), supporting members of interior bearing walls, chimney and flues, sewer line and main water line(s) coming into the building. Landlord shall not be liable for water damage arising from leaks or other sources, or for any other damage arising from defects in said structural portions of the building, provided that landlord makes reasonable efforts to repair the same after receiving notice thereof. Tenant agrees to promptly notify the Landlord of any such defect.

9.3 Other Repairs, Replacement and Maintenance. Tenant shall maintain the plumbing and heating systems and components thereof exclusively servicing the Premises in good condition and repair so as to provide said services to the Premises. Tenant shall be responsible for ordinary maintenance and repair to said systems within the Premises. Tenant shall be entirely responsible for any repairs caused by negligence of misuse of the said systems by Tenant, its employees, or its visitors. Tenant agrees to keep the Premises in a neat and clean condition at all times.

9.4 Common Areas. Landlord shall maintain all common areas of the Premises, including but not limited to parking areas and the lighting, landscaping, and snow removal and sanding of same, and otherwise properly maintaining and keeping the common area in good repair and free of snow, ice and debris.

9.5 Alterations. Tenant may, at its own expense, make non-structural alterations to the Premises with the consent of the Landlord, which consent shall not be unreasonably withheld.

9.6 Compliance with Building Code: Status of Alterations at End of Lease. All alterations done by Tenant shall be done in conformity with all applicable laws and ordinances, including but not limited to zoning regulations, building codes and fire codes. At Landlord's option, Tenant shall remove all or any of said alterations at the expiration or termination of this Lease and restore the Premises to a condition substantially the same as its prior condition. If Landlord does not elect to have Tenant remove said alterations, then all such alterations shall become a part of the Premises, and may not be removed at the end of this Lease, except that Tenant may remove its movable trade fixtures provided that Tenant repairs any damage caused by removal.

9.7 Mechanic's Liens. Tenant shall obtain a release, of any mechanic's liens recorded against the Premises for work performed by Tenant within thirty (30) days after any such recording, or shall provide to Landlord a cash or surety bond or letter of credit to cover 100% of the amount claimed by such lienor.

9.8 Sidewalks. The Tenant further agrees to keep the sidewalks in front of the Premises clean and free of debris, obstructions, snow and ice.

10. DAMAGE OR DESTRUCTION

10.1 Restoration after Damage or Destruction by Fire or Other Casualty. In the event the Premises are partially or totally damaged or destroyed by fire or other casualty, Tenant shall immediately give Landlord notice of such damage or destruction. Unless Landlord or Tenant has elected to terminate this Lease in accordance with Section 10.3 below, Landlord shall, at his own expense and with due diligence, rebuild or restore the Premises.

10.2 Reduction of Rent. If the Premises are destroyed or damaged to the extent that Tenant is unable to remain open for business, Tenant shall not be obligated to pay rent during the period that Tenant is unable to remain open for business. If Tenant is unable to remain fully open for business notwithstanding the damage, then Rent shall be partially reduced based upon the extent to which the damage interferes with Tenant's use of the Premises.

10.3 Termination of Lease. In the event that the Premises are damaged or destroyed to the extent that Tenant is unable to conduct his business in a substantially normal manner thereon, either Landlord or Tenant may terminate this Lease, as of the date such damage or destruction, by notice to the other within fifteen (15) days after such damage or destruction. However, Tenant shall not have any right to terminate this Lease if the damage or destruction was caused by Tenant's negligence or misuse of the Premises.

11. ASSIGNMENT AND SUBLEASE

11.1 No Assignment or Subletting. Tenant may not assign this Lease or sublet all or any part of the Premises except with Landlord's written consent, which consent will not be unreasonably withheld. If Tenant assigns this Lease, upon acceptance of the new tenant by Landlord, Tenant shall be relieved of liability under this Lease. If Tenant is a corporation, a transfer of a controlling interest in the stock of the corporation shall constitute an assignment under this Lease.

12. DEFAULT PROVISIONS

12.1 Default in Payment of Rent. Tenant shall be in default under this Lease if Tenant fails to pay any installment of Rent within seven (7) days after it is due. Rent shall not be deemed paid until it is actually received by Landlord. Landlord shall give written notice to Tenant if Landlord fails to receive Rent and Tenant shall have three (3) days thereafter to make payment.

12.2 Other Monetary Defaults. If Tenant fails to pay any sums due under this Lease to any third parties (such as, but not limited to, liability insurance premiums) when due under this Lease, and such failure continues for fifteen (15) days after Tenant receives written notice thereof from Landlord, then such failure to pay shall constitute a default by Tenant under this Lease.

12.3 Non-Monetary Defaults. If Tenant fails to perform any of the non-monetary obligations of Tenant under this Lease, and such failure continues for a period of fifteen (15) days after Tenant receives written notice thereof from Landlord specifying the nature of such failure and the action required to cure such failure, then such failure shall be deemed a default by Tenant under this Lease; provided however, if Tenant commences to cure such default during such period of time, Tenant shall be permitted to continue to pursue such cure to completion in which case Tenant shall not be considered in default hereunder.

12.4 Bankruptcy. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- A. The appointment by any court of a receiver or trustee to take possession of any assets of Tenant, such receivership or trusteeship remaining undischarged or uncontested for a period of ninety (90) days;
- B. A general assignment by Tenant for the benefit of creditors; or

C. The filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, which petition attempts to modify Tenant's obligations under this Lease, such petition remaining undischarged or uncontested for a period of ninety (90) days.

12.5 Landlord's Right To Perform Tenant's Obligations. If Tenant fails to pay any sums payable by them to third parties under this Lease or fails to perform any other obligations of Tenant under this Lease, Landlord may (but shall not be obligated to) pay such sums or perform such obligations, and may pay any expenses incidental thereto. All sums so paid by Landlord and reasonable expenses incurred by Landlord in the performance of Tenant's obligations under this Lease shall constitute Additional Rent payable to Landlord on demand, and failure to pay such Additional Rent shall constitute a new default pursuant to the provisions of Section 12.1 above.

12.6 Termination by Landlord. If Tenant is in default under this Lease, Landlord shall be entitled to recover from Tenant all damages, reasonable attorney's fees and costs Landlord incurs as a consequence of the default and, at Landlord's option, may terminate this Lease without serving a notice to quit on Tenant, which notice Tenant hereby waives, all in accordance with Massachusetts law. Upon such termination Tenant shall quit and surrender the Premises to Landlord, but such termination shall not affect the Landlord's right to recover damages or exercise any other rights provided by law or by this Lease. The Tenant hereby waives any and all right to recover or regain possession of demised Premises or to reinstate or to redeem this Lease as permitted or provided by or under any statute, law or decision now or hereinafter in force and effect.

12.7 Landlord's Rights on Breach of Lease by Tenant. In the event that the Tenant breaches any covenant of this Lease, and the Landlord exercises his right to terminate this Lease or to recover possession of the Premises, the Tenant agrees to pay all damages incurred by the Landlord, including, but not limited to, arrears of rent, damages suffered by the Landlord due to the vacancy of the Premises during the unexpired term of this Lease less the costs associated with such re-letting and all Court costs and reasonable attorney's fees incurred by the Landlord either to recover possession of the Premises or to collect any damages due to the Landlord hereunder from the Tenant hereunder. However, in no event shall Landlord have an affirmative obligation to assume responsibility to re-let said Premises or seek other tenants therefore, except as required by Massachusetts law. The receipt by the Landlord of any sum of money from the Tenant after the giving by the Landlord of any notice to quit possession shall not reinstate, continue or in any manner impair the effect of such notice to quit and such payment of money shall be deemed conclusively to be payment for the reasonable use and occupancy of the Premises.

13. LIABILITY OF LANDLORD

13.1 Transfer of Interests. If Landlord sells the Premises during the term of this Lease and turns over to the new owner any advance rent paid by Tenant and any security deposit of Tenant, Landlord shall not be liable for any act or omission or event occurring after such sale. The purchaser of the building shall be deemed to have assumed and agreed to carry out any and all of Landlord's obligations, both prior to and following such conveyance. Any new owner agrees to be bound by the terms of this Lease. Tenant has a thirty days first option of purchasing the buildings if land lord choose to sell it at any time during the lease period

14. CONDEMNATION

14.1 Total Taking. If the entire premises are condemned or taken under the power of eminent domain by any public or quasi-public authority, the term of this Lease shall terminate as of the date of such taking.

14.2 Partial Taking. If any portion of the Premises or access thereto is condemned or taken by eminent domain proceedings so far as to render the Premises unsuitable by Tenant as reasonably determined by Tenant for his business (which shall be deemed to be a "partial taking"), then Tenant shall have the right to terminate this Lease by giving Landlord notice of such termination within thirty (30) days after receipt by Tenant of written notice of such "partial-taking".

14.3 Restoration. If a partial taking occurs and Tenant does not elect to terminate this Lease pursuant to Section 14.2 above, Landlord shall restore the Premises to a condition usable by Tenant, but Landlord shall not be required to spend a greater amount on said restoration than is awarded to Landlord by the condemning authority for such taking. If a partial taking occurs and Tenant does not elect to terminate this Lease, but remains in the portion of the Premises which has not been condemned, there shall be no adjustment in the amount of Rent payable hereunder,

14.4 Distribution of Award. Any condemnation award shall belong to Landlord except to the extent a portion of the award includes payment for any of Tenant's fixtures or property..

15. MISCELLANEOUS

15.1 Inspection and Access. Landlord shall have access to the Premises during Tenant's business hours, upon reasonable notice to Tenant. In addition, Landlord shall have access to the Premises at all times, without notice to Tenant, in the event of emergency. Tenant shall permit



OFFICE OF THE
TOWN ADMINISTRATOR

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

To: Board of Selectmen

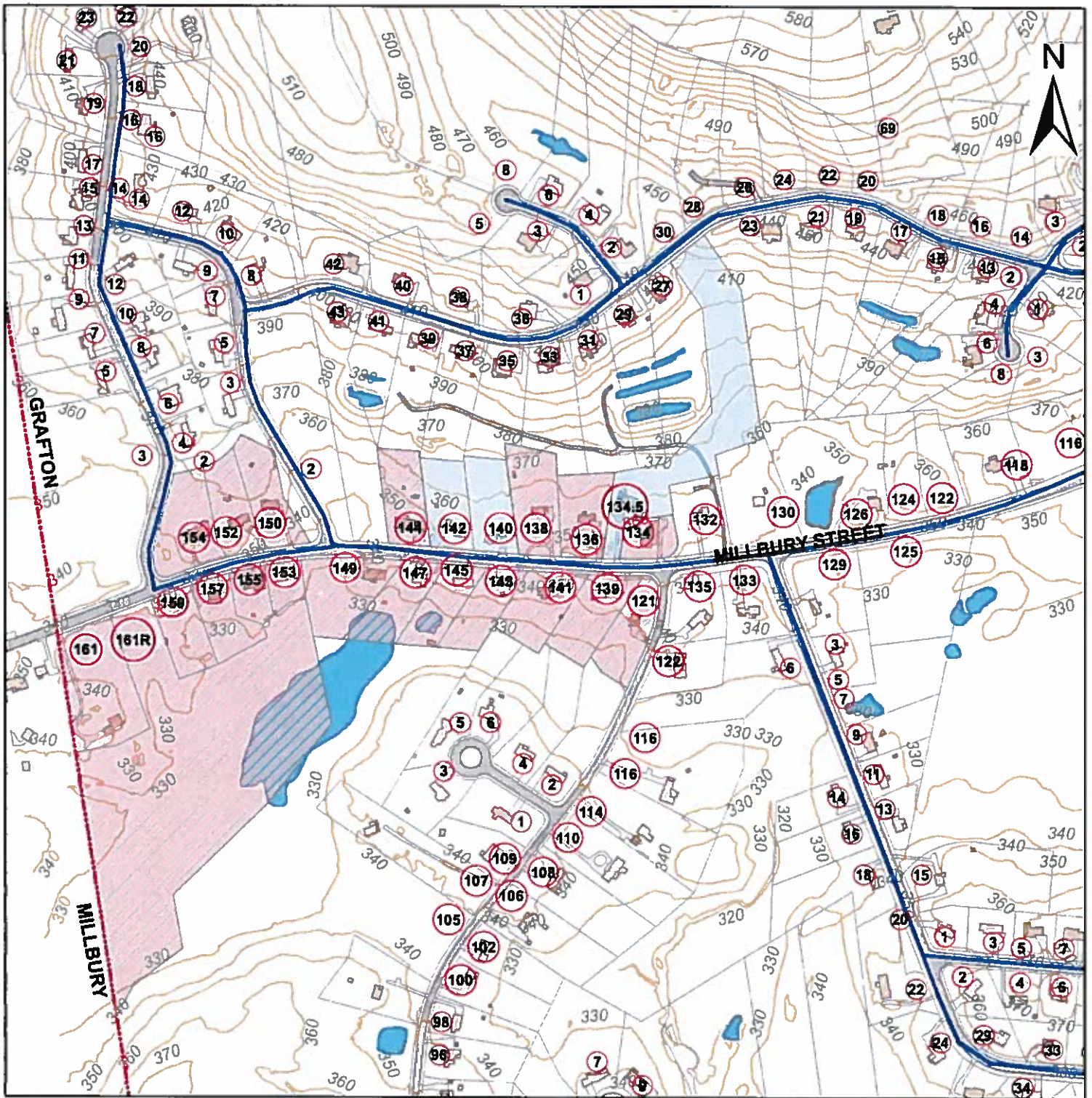
Date: June 26, 2017

Re: Ongoing issue at 159 Millbury Street

Approximately 6 months ago, I was informed of a situation at 159 Millbury Street regarding a potential contaminated well. The homeowner, Bill Conway, alleged that salt from town plows was running off into the well, thus contaminating his home's water source. I did submit a claim to MIIA, our insurance carrier, but unfortunately, the well is not covered under our general liability coverage. The other concern for me is that we cannot identify if it is actually Grafton salt running into the well, or if it is Millbury salt. The location of the home makes either scenario a possibility.

Mr. Conway has requested that the Town cover the costs of tying his home into the town water system. In addition to actually connecting to town water, the well will also need to be decommissioned, rendering this option very cost prohibitive. As an alternative, I have proposed to Mr. Conway that we install a filtration system in his home in order to remedy his contamination issue. The cost of this system is approximately \$400. The last time I spoke to Mr. Conway, this was not his preferred solution, but as of right now, I believe this is the best path forward. I will keep you apprised of the situation as it continues to develop. Please don't hesitate to contact me if you have questions.

ram/TPM



Grafton Water Service on Millbury Street

Legend

- Boundary
- Parcels
- Parcels w/o Wtr Svc
- Grafton Water Svc
- Water Main
- 10 ft Contour

Date: August 31, 2017

0 212.5 425 850 Feet



RECEIVED TOWN CLERK
GRAFTON, MA

2017 AUG 8 AM 8 33

August 7, 2017

fe

Kristi Lutjelusche
1 Heidi Lane
Grafton, MA 01519

Board of Selectmen
Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Board of Selectmen:

Please accept this letter as my resignation of my seat with the Recreation Commission due to professional scheduling conflicts. This intent only pertains to this particular appointment.

Starting in January, I have been assigned to a project by my organization that is not expected to be complete until late 2019. Due to the work involved with this project, I have been unable to attend the Recreation Commission committee meetings for the better part of 2017. I thought the work schedule might alter as we got underway, but it shows no sign of changing. Unfortunately, the scheduling conflict will continue, so I have decided that although unfortunate, I need to end my term with Recreation Commission. Had I known that this would occur I would not have pursued the position with Recreation Commission last year. I regret the inconvenience this causes for all of you and the Recreation Committee members.

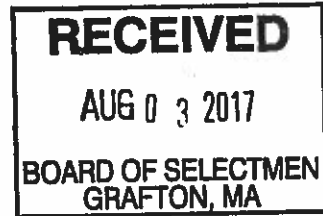
I am incredibly appreciative to have been appointed to this committee by you and for the opportunity, albeit of short duration, to work with Jenny Anderson and the Recreation Commission.

Thank you,


Kristi Lutjelusche

7/31/2017

Grafton Board of Selectmen
30 Providence Road
Grafton, MA 01519



Dear Grafton Board of Selectmen,

I would like to thank you for the opportunity to have served on the Grafton Economic Development Commission for the last four years. Unfortunately, at this time, work travel commitments will require me to be out of town quite a bit over the upcoming months so in fairness to the Town and the Commission I feel my slot will be better served by someone else.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin Wood".

Kristin Wood

I VOLUNTEER TO FILL
THE VACANCY ON THE
SOLDIERS + SAILORS MEMORIALS
COMMITTEE

David K. Callahan
U.S.N. RETIRED

Cindy Ide

Subject: RE: TIF committee

September 5th Appoint Karl Moisan to the TIF Committee

From: Tim McInerney [<mailto:mcinerneyt@graffton-ma.gov>]

Sent: Wednesday, August 16, 2017 11:58 AM

To: karljm78@gmail.com

Cc: Rebecca Meekins

Subject: TIF committee

Karl-

Thanks for agreeing to join the TIF committee. Your banking background and business experience will be a great asset to the committee.

I will ask the Board to affirm your appointment on September 5, 2017. I will let you know when we will hold our next meeting after the 5th

Thanks again

Timothy P. McInerney, *ICMA-CM*

Town Administrator

30 Providence Road

Grafton, MA 01519

p. 508-839-5335

f. 508-839-4602

mcinerneyt@graffton-ma.gov

www.graffton-ma.gov



@TownofGraftonMA

Town Administrator Appointments (A) – Administrative Assistant to the Board of Selectmen

We are recommending the appointment of Nicole Larson to the position of Administrative Assistant to the Board of Selectmen. Nicole has been working as an Office Manager in the Grafton Planning Department since 2015. We feel that her skills and background will make her a good fit for the Office of the Board of Selectmen.

Motion:

I move the Board vote to ratify the appointment of Nicole Larson as the Administrative Assistant to the Board of Selectmen, effective September 18, 2017.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

JOB POSTING

Administrative Assistant to the Board of Selectmen

The Town of Grafton is accepting applications for the full-time position of Administrative Assistant to the Board of Selectmen under the supervision of the Town Administrator and Board of Selectmen. Responsibilities include, but are not limited to, the following: agenda preparation; attendance at Selectmen meetings; minutes & correspondence; town meeting preparation; process licenses and schedule public hearings; trouble shooting resident issues and complaints; oversee the town's worker's compensation program as well as casualty, general liability and professional liability insurance policies. Other duties may include research & analysis; review & develop administrative policies and procedures; advise on budgetary and employee benefit matters; special projects as assigned including confidential agreements. This position involves considerable interaction with other departments and provides support to office staff as required. Qualifications for this position include an Associate's Degree and/or a combination of municipal government experience and education. Salary range: \$32,945-\$53,000. Visit <https://www.graffon-ma.gov/human-resources> for information on how to apply. Opened until filled.

Bulletin Board

July 12, 2017

Grafton News

July 20, 2017

July 27, 2017

NICOLE E. LARSON



To The Administration and Board of Selectmen Members,

I am writing this letter to attain the Administrative Assistant to the Board of Selectmen position announced on the Town of Grafton web page. After reading through my work experience, you will find that I am a great fit and will be a positive addition to the Town Administrators Office and Board of Selectmen staff.

As someone who takes initiative and pride in my work, I am always trying to developed many aspects of my current role to benefit the Planning Department. Using positive and direct communication skills along with an acute awareness of others I am able to succeed in a wide spectrum of administrative roles, and offer exceptional customer service to the public.

Using strong organization skills, I am able to manage many high priority projects simultaneously while upholding a high level of quality, even in a challenging, demanding environment. On a day-to-day basis, I contribute to my team of coworkers with high energy, a positive outlook and extensive flexibility. I am happy to do what needs to be done to achieve success, no matter how small or large the task. As someone who is highly self-motivated, I work well independently and am also a great asset to any team who can keep up with a fast paced and diverse environment.

I have experience with working with the community on many levels and care greatly about the providing the best possible service to residents of Grafton. My experience has involved work in a municipal environment, public outreach, and conducting public and private events. From these, I've learned the skills necessity for foresight and attention to detail. The diversity of my experiences over the last several years has helped me to develop the positive and direct communication skills, drive and awareness necessary to succeed in a wide spectrum of administrative roles. All of these qualities create a way of life for me, beyond the end goal.

In closing, I feel my experience as an Office Manager, Executive Administrative Assistant and financial bookkeeper along with my diverse skills-base makes me a unique fit for the Board of Selectmen Administrative Assistant position. I have the necessary skills and motivations, along with the energy and enthusiasm needed to be a great asset to your office. I am available for an interview at your convenience and will be willing to discuss my salary history at that time. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Nicole E. Larson".

Nicole E. Larson

Nicole E. Larson

OBJECTIVE To obtain the Administrative Assistant to the Board of Selectmen position, Town of Grafton, MA

SKILLS Proficient in Word, Excel, MS PowerPoint, Microsoft Outlook, Google, QuickBooks, File MakerPro

WORK EXPERIENCE

Planning Department, Town of Grafton
Grafton, MA

May 2015 – Present

Office Manager, providing customer support / administrative services for Planning and Conservation Departments.

Primary responsibilities include, but not limited to:

Primary point of contact for public, Customer service and correspondence. Creation and maintenance of department webpage. Process, track and maintain all applications, electronic and hard files. Schedule appointments and calendar management for Town Planner. Agenda and meeting preparation, prepare Planning Board meeting packets, complete [confidential] meeting minutes for Planning Board and Technical Review Committee. Attend all Planning Board Meetings. Processing invoices, finance and bond/surety tracking for all Planning Department accounts, Peer Review accounts, Economic Development and Community Preservation Committee. Develop administrative policies and procedures. Complete general office procedures, procurement of office supplies and mail processing.

Accelerated Media Technologies
Auburn, MA

July 2012 – May 2015

Executive Administrative Assistant providing full range of support and services for The President, VP of Operations, VP of Business Development, Finance Controller, HR, engineers, sales reps and customer service department.

Primary responsibilities include, but not limited to:

Document preparation and procurement, record maintenance, sales administration, customer correspondence, account file tracking, bid prep. Maintained and scheduled appointments, calendar management, teleconferences, travel arrangements. Payroll preparation, prepared expense and financial reports, prepared and analyzing confidential reports as needed. Assisted the Controller with legal documentation tracking for vehicle sales, sales tax records. Coordinated tradeshow, organized materials and event supplies. Trained employees on inter-office and external communications as needed, troubleshoot IT and web connection issues. Greeted customers/visitors, first point of contact for incoming phone calls and directing service/sales inquiries. General office procedures, procurement of office supplies, mail handling.

Grafton Country Store
Grafton, MA

June 2014 – Present

Bookkeeping, A/P & A/R, data entry, Excel reporting, Processing payroll, financial analysis, file and records management

Garden Keep
Northborough, MA

April 2010 – May 2012

Assisted company owner in day-to-day administrative tasks and logistics. Prepared invoicing, developed administrative systems, used QuickBooks/Excel to track finances for A/R & A/P. Completed daily client completion forms and responsibilities concerning client correspondence. Supervised employees, scheduling and team logistics.

Boston Derby Dames
Somerville, MA

June 2007 – Nov 2012

Developed policies and procedures for skater application/enrollment and training program for all incoming, new and transfer skaters. Lead Coach for 3 tiered training program. Responsibilities included procuring entrance paper work, insurance and payment tracking, staffing weekly practices, maintaining practice plans, meeting agendas and minutes as well as member and committee correspondence. Attendance tracking and skill progression, held bimonthly assessments using forms I developed to ensure safety in skill progression, while providing clear expectations for progress requirements and critical feedback.

MIT Youth Astronomy Association
Cambridge, MA

Nov 2007 – Jan 2009

Drafted, edited and orchestrated inquiry-based learning curriculum plans. Positive youth development. Interviewed and documented evaluation reports for staff. Trained and supervised theater activities. Supervised and administered leadership training classes for teens looking to enter the work force. Daily scheduling and calendar management, procured office supplies, coordinated public outreach astronomy events including advertisement and event recruitment.

EDUCATION

Green Mountain College, Poultney, Vermont

May 2004

Bachelor of Arts, *Environmental Studies*

REFERENCES

Maria Mast
Conservation Agent
Town of Grafton, MA
mastm@graffon-ma.gov
[REDACTED]

Carol Dauphinais
Owner
Central Square Gifts
Grafton, MA 01568
[REDACTED]

Joan Chase
Human Resource Analyst
Town of Grafton
chasej@graffon-ma.gov
[REDACTED]

Town Administrator Appointments (B)

Per Section 9-2 of the Grafton Town Charter, the Town Administrator appoints a Parking Clerk for a term of 1-year. Historically, the Town Administrator has chosen the Assistant Town Administrator as the Parking Clerk.

The role of the Municipal Parking Clerk and all parking violations are in accordance with M.G.L. Chapter 90, Section 20A1/2. In short, the parking clerk maintains and records all parking violations, applies payment and late fees as deemed on parking violations and holds hearings where parking violators can be heard. The Parking Clerk also issues decisions after hearings and contacts all appropriate parties. The Parking Clerk in Grafton holds about 4 hearings a year due to parking violations.



Michael E. Gauthier
Fire Chief

TOWN OF GRAFTON FIRE DEPARTMENT

26 Upton Street • Grafton, MA 01519
508-839-4606 • Fax 508-839-8520



August 9, 2017

Mr. Timothy McInerney, Town Administrator
Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Mr. McInerney:

I am recommending the attached applicant for appointment to the Auxiliary of the Grafton Fire Department,

Assigned to Station 3:

Mr. Ricardo Rivera, 27 Taft Mill Road, South Grafton

Yours truly,

Michael E. Gauthier,
Fire Chief

MEG:cb

Cc: Station 1,2,3
File
Attch: Applications



Michael E. Gauthier
Fire Chief

TOWN OF GRAFTON FIRE DEPARTMENT

26 Upton Street • Grafton, MA 01519
508-839-4606 • Fax 508-839-8520

August 22, 2017

Mr. Timothy McNerney, Town Administrator
Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Mr. McNerney:

The Board of Fire Engineers is recommending the attached applicants for appointment to the Auxiliary of the Grafton Fire Department,

Assigned to Station 1:

Mr. Michael T. Ciaramicoli, 60 Providence Road, Grafton 01519 and

Assigned to Station 3:

Mr. Alexander J. Patch, 22 Maple Ave, South Grafton 01560 and
Mr. Matthew Bruso, 84 Main Street, South Grafton 01560.

Yours truly,

Michael E. Gauthier,
Fire Chief

MEG:cb

Cc: Station 1,2,3
File
Attch: Applications



Grafton Public Schools

30 Providence Road
Grafton, Massachusetts 01519-1178
Phone: 508-839-5421 - Fax: 508-839-7618

August 29, 2017

To: School Committee and Board of Selectmen

From: Jay Cummings

Re: **Proposed Window/Door Project at North Street Elementary School**

In an effort to communicate aspects of the proposed window and door replacement project at the North Street Elementary School I have put together a brief overview, a question and answer section, and supplemental information about the proposed project for your consideration.

Overview:

In the spring of 2017 the Massachusetts School Building Authority (MSBA) put out a call for statements of interest for their Accelerated Repair Program. This program is focused on the repair/replacement of school roofs, windows/doors, and/or boilers.

In April of 2017 the Grafton Public Schools submitted a statement of interest regarding the replacement of inefficient doors and windows at North Street Elementary School. On May 12, 2017, the MSBA's Board of Directors voted to invite the Town of Grafton into the Accelerated Repair Program to collaborate with the MSBA in conducting a Schematic Design Study for a potential window/door replacement project at the North Street Elementary School.

What is the Accelerated Repair Program?

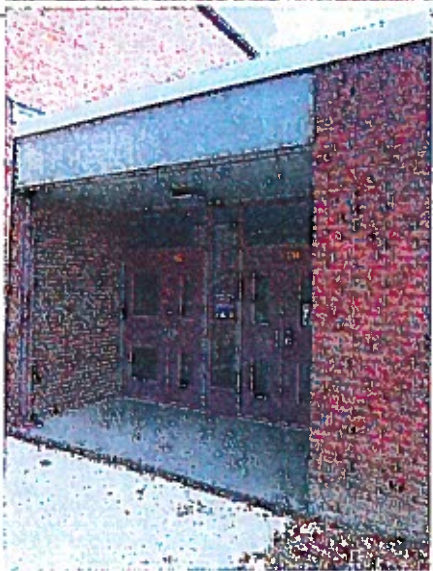
The MSBA's Accelerated Repair Program is primarily for the repair and/or replacement of school roofs, windows/doors, and/or boilers with the potential to include additional systems as may be determined by the MSBA contingent upon available funding and capacity in the capital pipeline. The accelerated Repair Program focuses on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for school districts. In order to maximize the impact of this Program, districts are required to use pre-selected consultants. In addition, districts are required to appropriate funding quickly in order to adhere to an accelerated project schedule.

How many districts have been invited to participate in the program in 2017?

At the May 12, 2017 Board of Directors Meeting, 19 projects in 13 districts were invited to the Accelerated Repair Program. At the June 28, 2017 Board of Directors, an additional 17 projects in 7 districts were invited. The combined total includes 36 projects in 20 districts.

What does the potential project at North Street Elementary School include?

The North Street Elementary School has approximately 80 (40 are two story windows) exterior windows and 22 exterior doors that were installed when the building was opened in 1969. The anticipated scope of the project will call for the replacement of all exterior doors and windows. The existing windows are 48 years old, are highly inefficient, and the seals around these windows are prone to water leakage throughout the year.



What is the project estimated to cost and what will be reimbursed through the Accelerated Repair Program (if the project is approved)?

An initial estimate of the total cost for the window/door project at North Street Elementary School is \$1.2 million dollars. This estimate assumes the replacement of all windows and doors and is based on similar scope projects completed through the Accelerated Repair Program.

Through the Accelerated Repair Program, the state would reimburse Grafton 52% of the total project cost if the project is approved and completed. Grafton would be committing to payment of approximately 48% of the cost. Assuming a total project cost of \$1,200,000, the MSBA reimbursement would be approximately \$624,000 and Grafton would fund the remaining \$576,000.

What are the next steps?

The town must submit the following documents to the MSBA by October 10, 2017 if it chooses to pursue the Accelerated Repair Program grant:

- Certified documentation that the Town has appropriated its feasibility/schematic design funding (estimated cost is \$50,000)
- Capital maintenance plan
- Initial compliance certification

Once the Town has submitted certified documentation that shows funding has been appropriated for the feasibility/schematic design funding, the MSBA will assign an owner's project manager and designer.

Sincerely,



Attachments

Page	Document
4-5	Acceptance letter from Massachusetts School Building Authority
6-13	Initial compliance certification document
14-15	Accelerated repair Program terms and conditions
16-17	List of towns invited into 2017 Accelerated Repair Program

The mission of the Grafton Public Schools is to prepare all students to be life-long learners and responsible citizens.

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Interim Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

May 12, 2017

Mr. Timothy P. McInerney
Grafton Town Administrator
30 Providence Road
Grafton, MA 01519

Re: Town of Grafton, North Street Elementary School

Dear Mr. McInerney:

I am pleased to report that on May 12, 2017, the Board of Directors of the Massachusetts School Building Authority (the "MSBA") voted to invite the Town of Grafton (the "Town") into the Accelerated Repair Program to partner with the MSBA in conducting a Schematic Design Study at the North Street Elementary School for a potential window/door replacement project.

I do want to emphasize that this invitation to partner on a Schematic Design Study is *not* approval of a project, but is strictly an invitation to the Town to work with the MSBA to explore potential solutions to the building needs that have been identified. Moving forward in the MSBA's Accelerated Repair Program process requires a partnership with the MSBA, and communities that "get ahead" of the MSBA without MSBA approval will not be eligible for grant funding. To qualify for any funding from the MSBA, local communities must follow the MSBA's statute, regulations, and policies, including the Accelerated Repair Program requirements, which require MSBA partnership and approval at each step of the process.

The Accelerated Repair Program will focus on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for school districts. Districts that are invited into the Accelerated Repair Program will be required to use Owner's Project Managers and Designers who are pre-selected and randomly assigned by the MSBA and must also adhere to other requirements that are unique to this program, such as implementing an accelerated project schedule and complying with the MSBA's reimbursement dollar thresholds. Districts will be expected to complete a Schematic Design Study and receive authorization for a Project Funding Agreement by the Board of Directors no later than 12 months from Program invitation. Districts seeking reimbursement under the Accelerated Repair Program will be allowed to submit requests for reimbursement monthly, but only if the total value of the invoices being submitted equals more than \$50,000.

Page 2

May 12, 2017

Grafton Invitation to Accelerated Repair Program Board Action Letter

During the Schematic Design Study phase, the MSBA will collaborate with the Town and its assigned Owner's Project Manager and Designer to find the most fiscally responsible, educationally appropriate and sustainable solution to the building needs identified at the North Street Elementary School. The Town must complete a number of pre-requisites prior to beginning work with its consultants. Please submit the following information to the MSBA by no later than the presented date in order to fulfill these pre-requisite requirements:

- properly certified documentation that the Town has appropriated its Feasibility Study/Schematic Design funding (submit prior to August 10, 2017);
- a current routine and capital maintenance plan for the Town's school facilities, to be submitted electronically using the MSBA web-based tool (submit prior to August 10, 2017); and,
- an Initial Compliance Certification (attachment to this letter) executed by the Town to ensure that the Town understands and will comply with the MSBA's requirements and regulations (submit prior to August 10, 2017).

The Town must approve funding for the Feasibility Study/Schematic Design portion of this potential project within 60 calendar days of the date of invitation into the Accelerated Repair Program (July 11, 2017). Submission of the properly certified documentation that the Town has appropriated its funding should be submitted to the MSBA prior to August 10, 2017. Future funding for the total project budget will be required within 90 days after the date of the MSBA's approval of the project scope and budget.

Once the Town has completed the pre-requisites listed above according to the MSBA's standards, the MSBA will assign an Owner's Project Manager and Designer using the MSBA's list of pre-selected and randomly assigned consultants for the Accelerated Repair Program. In the meantime, I wanted to share with you the Board's decision and provide a brief overview of what this means for the Town of Grafton.

I look forward to continuing to work with you as part of the MSBA's Accelerated Repair Program. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

Sincerely,



John K. McCarthy
Executive Director

Cc: Legislative Delegation
Jennifer Thomas, Chair, Grafton Board of Selectmen
Laura Often, Chair, Grafton School Committee
Dr. James Cummings, Superintendent, Grafton Public Schools
File: 10.2 Letters

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INITIAL COMPLIANCE CERTIFICATION TOWN OF GRAFTON, NORTH STREET ELEMENTARY SCHOOL

This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "MSBA") and have been invited to participate in the MSBA's Accelerated Repair Program. The MSBA will not consider a district to be eligible for a school building grant until the district has properly submitted an Initial Compliance Certification in the form and manner prescribed by the MSBA. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the following statements, acknowledgements, agreements, and representations. The Eligible Applicant shall also have a continuing duty throughout a Proposed or Approved Project to inform the MSBA in writing when it becomes aware of information that impairs the truth, completeness, or accuracy of any of the following statements, acknowledgements, agreements, or representations. The MSBA's reference to certain regulations, policies, procedures, guidelines, and standards, or portions thereof, in this ICC shall not be construed in any way as a waiver of any other regulations, policies, procedures, guidelines, or standards and the MSBA's reference to a portion of a regulation, policy, guideline, or standard shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The Town of Grafton ("District") hereby certifies that it shall remain in compliance with the provisions of (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 et seq., and (d) all other applicable statutes, rules, policies, procedures, guidelines, and standards of the MSBA, including, without limitation, the rules of the MSBA's Accelerated Repair Program set forth in the attached Exhibit A.
2. The District hereby acknowledges and agrees that the Accelerated Repair Program is a discretionary program based on need, as determined by the MSBA. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed Accelerated Repair project or any other purpose except at the sole discretion of the MSBA.
3. The District hereby acknowledges and agrees that the eligible scope of Projects funded through the Accelerated Repair Program shall be determined by the MSBA.
4. The District hereby acknowledges and agrees that the MSBA will not award any incentive reimbursement points for Accelerated Repair Projects, and the

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reimbursement rate for any Accelerated Repair Projects approved by the MSBA will be the District's base reimbursement rate as determined by M.G.L. c. 70B § 10.

5. The District hereby acknowledges and agrees that it has demonstrated and shall continue to demonstrate a commitment to maintaining its existing educational facilities with the existence of (1) a capital maintenance program, (2) an ongoing financial commitment towards maintenance, and (3) dedicated professional staff to manage and direct the District's participation in the Accelerated Repair Program.
6. The District hereby agrees that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has been and will remain in use as a public K-12 school facility, serving public school students, for the useful life of any repair project in which the MSBA may participate.
7. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program (a) is structurally, functionally, and educationally sound, except of the condition of its roof, windows, and/or boilers, to the extent noted in the Statement of Interest, (b) that no other known deficiencies exist in addition to those identified in the Statement of Interest, and (c) that all other building systems are operational, safe, and adequate for the delivery of the required educational program, or that, if there are other conditions that may impair the structural, functional, and educational integrity of the school building, the District has notified the MSBA in writing prior to the execution of this Initial Compliance Certification and such written notification is attached hereto.
8. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has sufficient space to deliver the District's required educational program.
9. The District hereby agrees to comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* and work in collaboration with the MSBA in all phases of the process, including: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope(s) and budget(s), (e) implementing a solution(s) as agreed upon, and (f) the final project audit(s) and close-out(s). The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, the District must work with the MSBA through all phases of the MSBA's process including, at

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a minimum, the phases described above, to the satisfaction of the MSBA. The District hereby further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair of school facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.

10. The District hereby acknowledges and agrees that it will comply with the MSBA's Accelerated Repair Program consultant assignment policy and use the MSBA's pre-qualified owner's project managers and designers that were procured by the MSBA for the Accelerated Repair Program and will be assigned to each Accelerated Repair Project by the MSBA. The District further agrees to use the MSBA's standard Accelerated Repair Program contracts for owner's project manager services and designer services.
11. The District acknowledges and agrees that, within ten months of the date upon which the Board of Directors votes to invite the District to participate in the Accelerated Repair Program, the District will fulfill every obligation that is required by the District for the MSBA Board of Directors to consider the District's Proposed Project for Approval. If the District fails to fulfill these obligations within that ten month period, the MSBA may, in its sole discretion, extend the period by a further two months. However, if the District fails to fulfill the obligations the MSBA may, in its sole discretion, remove the District from the Accelerated Repair Program.
12. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 and as required by the provisions of M.G.L. c. 70B, § 8 and 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
13. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA for the school facility, are not the result of negligence; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District; are not the result of lack of adequate routine or capital maintenance by the District; and, are not covered by available insurance proceeds.
14. The District hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the District must vote to authorize and appropriate the full

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amount of funding for the potential project that is necessary to meet the total project budget for the Accelerated Repair project, as agreed to by the MSBA and as described in 963 CMR 2.10 (10)(c) and shall use any standard language established or developed by the MSBA to draft local warrant articles, motions, orders, votes, and ballot questions related to the funding for the proposed Accelerated Repair projects.

15. The District hereby acknowledges and agrees that, in connection with a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, it shall use any standard forms, standard formats for local votes and approvals, standard contract documents, and any standard contract language and clauses that may be established or developed by the MSBA and as may be amended by the MSBA from time to time.
16. The District hereby acknowledges and agrees that it shall submit to the MSBA, and comply with the terms of, any certifications, statements, forms, and affidavits that the MSBA may require for a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, and that any such certifications, statements, forms, and affidavits shall be prepared, executed, and submitted in a form and manner prescribed by or otherwise acceptable to the MSBA.
17. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA for a proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program until after a Project Funding Agreement has been fully executed by duly authorized representatives of both the District and the MSBA.
18. The District hereby acknowledges and agrees that it may make monthly requests for reimbursement to the MSBA for an Approved Project, but it shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the District hereby agrees that it shall hold that request until such time as it can meet the \$50,000 threshold.
19. The District hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the MSBA. The District hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional

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documentation or information that may be requested by the MSBA in connection with any Assisted Facility.

20. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program is not a school that has been the site of an approved school project pursuant to M.G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the submission of the Statement of Interest, respectively, or that the proposed Accelerated Repair project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the MSBA in its sole discretion shall make the final determination as to whether a proposed Accelerated Repair project is unrelated to a previously approved project in the same school building and that any such determination shall be in writing.
21. The District hereby certifies that prior to submitting its Statement of Interest for the school that is the subject of the proposed Accelerated Repair project, it has not sold, leased, closed, or otherwise removed from service any school building or facility, or portion thereof, within the last ten (10) years, or that, if it has done so, the District has notified the MSBA in writing and the MSBA has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the proposed Accelerated Repair project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that the MSBA in its sole discretion shall make the final determination about whether a proposed Accelerated Repair project or Approved Project replaces a school facility that was sold, leased, closed, or otherwise removed from service.
22. The District hereby acknowledges and agrees that, if it sells, leases, closes, or otherwise removes from service an Assisted Facility, or portion thereof, that the MSBA may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the MSBA, and may decline to approve any future grants.
23. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the District shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.

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24. The District hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.
25. The District hereby certifies that it is unaware of any lawsuit pending against the MSBA to which the District is a party and further certifies that it is unaware of any other lawsuits pending against either the District or the MSBA in relation to the District's Statement(s) of Interest, proposed Accelerated Repair project, or any Approved Project.
26. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the MSBA, may result in the MSBA rescinding its Total Facilities Grant or the suspension, termination, or recoupment of reimbursement payments made by the MSBA to the District.
27. The District hereby acknowledges and agrees that if the District and the MSBA execute a Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste, and abuse detection and prevention program in connection with any proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program, if any, and develop written procedures to detect and prevent fraud, waste and abuse.
28. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for any proposed Accelerated Repair project or any Approved Project that is part of the Accelerated Repair Program is designated as a Massachusetts Certified Public Purchasing Official ("MCPPO") for design and construction contracting in the MCPPO Program as administered by the Inspector General of the Commonwealth of Massachusetts.
29. The District hereby acknowledges and agrees that any Approved Project that is part of the Accelerated Repair Program for which the District is seeking partial funding from the MSBA shall materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program.
30. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any false or intentionally misleading information or documentation is submitted to the MSBA by or on behalf of the District either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the MSBA or if the District or its agents do any other act affecting the integrity of the MSBA's

ICC Accelerated Repair Program v 05.25.16

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Program, the MSBA may permanently revoke any and all grant payments due to the District; may recover any previous payments made to the District; and, may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the MSBA.

31. The District hereby acknowledges and agrees that the MSBA shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to Projects under the Accelerated Repair Program by the District and that the MSBA shall have full and complete access to all information and documentation relating to the Projects to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the MSBA in all matters related to the Projects; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the MSBA; to fully, accurately and promptly complete all forms and writings requested by the MSBA; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the MSBA. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the MSBA in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the MSBA as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the MSBA shall bear no liability whatsoever arising out of the MSBA's knowledge or receipt of information communicated to the MSBA by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Projects.
32. The District has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, agreements and representations contained in this Initial Compliance Certification
33. The District hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

Massachusetts School Building Authority

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By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chief Executive Officer
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chair of the School Committee
Date:

EXHIBIT A
Massachusetts School Building Authority
Accelerated Repair Program
Terms and Conditions

All applicants determined to be eligible for the Accelerated Repair Program by the MSBA Board of Directors are required to comply with the MSBA's rules, regulations, policies, and guidelines and meet the terms and conditions listed below.

The MSBA will not award a grant for a project at any school facility that: is at risk for being taken out of service; has been deemed educationally obsolete; requires additional space based on capacity issues; and/or has more extensive capital repair needs beyond repair or replacement of the roof, windows/doors, and/or boilers.

The MSBA will not award a grant for the repair or replacement of a roof, window/door, and/or boiler system that is the result of neglect or poor maintenance by a district or to districts that have not met the MSBA's threshold maintenance standards or the requirements set forth in M.G.L. c. 70B and 963 CMR 2.00 *et. seq.*

No city, town or regional school district or independent agricultural and technical school has any entitlement to funds from the MSBA, and the MSBA, in its sole discretion, will determine which SOIs may be eligible for a potential grant(s), if any, under the Accelerated Repair Program.

Accelerated Repair Program Terms and Conditions:

1. No district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00. The provisions of 963 CMR 2.00 shall apply to all projects for which the district is seeking and/or receiving funds for a portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
2. The MSBA will only consider potential projects for existing municipally-owned or regionally-owned public school facilities currently used or that will be used to educate public PK-12 students.
3. All districts will be required to sign an Initial Compliance Certification (ICC).

4. All districts must comply with all MSBA rules, regulations, policies, and guidelines and use the MSBA's standard documents, including contract, budget, and audit forms.
5. All districts will be required to enter into a Project Funding Agreement with the MSBA and comply with all of the terms and conditions set forth in the Agreement to qualify for payments. Please refer to our website for a sample PFA.
6. All projects in the Accelerated Repair Program shall produce measurable energy savings and shall incorporate sustainable maintenance practices.
7. Districts eligible for the Accelerated Repair Program will be encouraged to secure additional energy conservation resources from other sources (such as utility conservation programs) and will be expected to allocate savings from reduced energy consumption to improved routine and capital maintenance practices.
8. To expedite project delivery, the MSBA will pre-select Owner's Project Managers (OPMs) and Designers to work with districts participating in the Accelerated Repair Program. MSBA staff will assign both a pre-selected OPM and Designer to each district that has been invited into the Accelerated Repair Program.
9. Participating districts acknowledge the MSBA consultant assignment process and recognize that, upon assignment of project consultants by the MSBA, districts are responsible for negotiating applicable fees, executing the MSBA's standard OPM and Designer Accelerated Repair Program contracts with each assigned consultant, and managing the performance of their assigned consultant.
10. Districts are required to execute the MSBA's Accelerated Repair Program Contract for Project Management Services with their assigned OPM, regardless of whether the estimated construction costs exceed \$1.5 million.
11. Each district that is invited into the Accelerated Repair Program by the MSBA must demonstrate its ability to (a) appropriate the funds necessary to process an initial study within 60 days of being invited into the Program; and (b) appropriate funds to cover the total project budget within 90 days of receiving the MSBA's approval of the project scope and budget.
12. Districts may make monthly requests for reimbursement to the MSBA for an Approved Project but shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the request must be held until such time as it can meet the \$50,000 threshold.

Towns Accepted into MSBA's 2017 Accelerated Repair Program

District	School	Age of Existing Building	Grade	2016/2017 Enrollment	Existing Square Footage	Invited Scope Recommendation
Athol-Royalston	Athol High	1957	9-12	358	97,500	Roof, Windows/Doors, Boiler
Blackstone-Millville	John F. Kennedy Elem	1965	K-2	292	67,946	Partial Windows/Doors, Boiler
Boston	Charles Sumner	1931	PK-5	558	49,105	Boiler
	East Boston High	1926	9-12	1,496	212,505	Boiler
	Hugh Roe O'Donnell	1926	PK-5	272	24,648	Boiler
	James P. Timilty Middle	1937	5-8	371	83,120	Boiler
	John Marshall	1972	K-5	759	141,091	Windows/Doors
	Maurice J. Tobin	1959	PK-8	465	64,091	Boiler
	William E. Russell	1903	PK-5	385	53,585	Roof
East Bridgewater	Central	1951, 1962	PK-2	561	96,000	Boiler
East Longmeadow	Meadow Brook	1969	PK-2	563	74,300	Windows/Doors
Fall River	James Tansey	1951	K-5	293	26,689	Windows/Doors, Partial Boiler
	Samuel Watson	1905	K-5	304	45,332	Roof, Windows/Doors, Partial Boiler
Holyoke	Kelly Elem	1975	K-8	544	86,302	Partial Windows/Doors, Boiler
	Lt. Clayre Sullivan Elem	1960, 1969, 1989	K-8	559	111,200	Windows/Doors
	Morgan Elem	1963, 1990	PK-8	413	62,397	Partial Windows/Doors
Grafton	North St. Elementary School	1969	2-6	597	97,700	Windows/Doors
Lawrence	Arlington Elementary School	1985	3-8	1,158	154,000	Roof, Boiler
	School for Exceptional Studies	1899	1-12	697	280,000	Roof

Lynn	Hood	1961	K-5	475	46,240	Roof, Windows/Doors
Mansfield	Mansfield High	1968	9-12	1,315	206,731	Partial Windows/Doors
New Bedford	Elizabeth Carter Brooks	1972	PK-5	289	70,550	Windows/Doors, Partial Boiler
Norton	Henri A. Yelle	1951	4-5	373	82,824	Windows/Doors
	J.C. Solmonese	1978	K-3	401	83,579	Windows/Doors
	L.G. Nourse Elementary	1960	PK-3	368	44,372	Windows/Doors
Quincy	North Quincy High	1926	9-12	1,168	305,000	Partial Roof
Randolph	Margaret L. Donovan	1962	K-5	434	69,840	Windows/Doors, Boiler
	Martin E. Young Elem	1967	K-5	320	51,348	Windows/Doors
Seekonk	Mildred Aitken School	1956	PK-5	415	55,400	Partial Windows/Doors
Springfield	South End Middle School	1947	6-8	246	41,250	Windows/Doors
Westford	Abbot Elem	1955	3-5	356	56,816	Partial Roof
Weymouth	Thomas W. Hamilton Primary School	1970	K-4	345	49,980	Boiler
	Wessagusset	1970	K-4	294	44,780	Boiler
Worcester	Elm Park Community	1971	PK-6	499	66,651	Windows/Doors
	Lincoln Street	1929	PK-6	285	25,766	Partial Roof, Windows/Doors
	Thorndyke Road	1927, 1955	K-6	376	43,425	Partial Windows/Doors

New Business – 4(B) Vote to accept – Determination of MLBC Grant Status

In order to begin borrowing for the Library project, our bond counsel is requesting that the Board of Selectmen make a determination that the letter received on July 13th from the Massachusetts Board of Library Commissioners is proof of the grant award for the Town of Grafton Library Building Project. A vote by the Board of Selectmen to make this determination will allow the Town to begin borrowing so that we can begin the initial stages of the project.

Motion:

I move the Board of Selectmen vote to accept the letter from the Massachusetts Board of Library Commissioners, dated July 13, 2017, as proof of the grant award for the Library Building Project.



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

July 13, 2017

Beth Gallaway
Grafton Public Library
35 Grafton Common
Grafton, MA 01519-0387

Commissioners

Chairman
Mary Ann Cluggish
Wellesley

Vice-Chairman
N. Janeen Resnick
South Hadley

Secretary
Roland A. Ochsenbein
Bolton

Carol Caro
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George T. Comeau, Esq.
Canton

Mary Kronholm
Blandford

Francis R. Murphy
Arlington

Gregory J. Shesko
Needham

Alice M. Welch
Leominster

Director
James M. Lonergan

Dear Beth,

Thank you for participating in the Massachusetts Public Library Construction Program (MPLCP) 2016-2017 Construction Grant Application Round. The Board of Library Commissioners and its staff appreciate the time and effort that went into the completion of the Grafton application.

At the July 13, 2017 meeting of the Massachusetts Board of Library Commissioners, the Board voted to make Provisional Grant Awards and Waiting List placements for the 2016-2017 Construction Grant Round. The Board voted that the Grafton project be placed on the Waiting List, with a rank of #16 of 24. When funds become available to MPLCP through the state's annual capital budget, a provisional grant award will be made in the amount of \$7,435,041 for the Grafton Public Library's construction project.

After the contract is executed, MPLCP Library Building Specialists will work closely with you during the completion of schematic design and into design development. The grant reviewers' comments about the project and conditions will be discussed with you in the coming months. We will be in contact after Labor Day to discuss scheduling a meeting with you.

For your information, you can find the Code of Massachusetts Regulation (605 CMR 6.00) that governs the MPLCP at <https://mblc.state.ma.us/programs-and-support/construction/background.php>.

Congratulations on reaching this important milestone with the Grafton Public Library's placement on the Waiting List.

Sincerely,

James Lonergan
Director

Enclosure: Project Summary

**Massachusetts Board of Library Commissioners
Massachusetts Public Library Construction Program**

**Awards – Project Summary and Recommendation
General Construction Projects Application Round 2016-2017**

Municipality: Grafton

Library: Grafton Public Library

Project Type: Addition/ Renovation

Population:

2016: 18,155 2035: 22,122

Total Square Feet:

Existing Gross: 7,216

Projected Gross: 25,987

Estimated Total Project Costs: \$14,509,106

Estimated Eligible Project Costs: \$15,801,496

Recommended Grant Award: To be placed # <u>16</u> of 24 on the waiting list at \$7,435,041

Abstract:

The Grafton Public Library is housed in a 1927 Georgian building originally featuring a vaulted main reading room, Board Room, Director's office, and basement level meeting space. Later changes converted the basement level into a children's room. A 2013 renovation made part of the building ADA compliant by adding a lift and accessible entrance and restroom. In 2015, a smaller renovation repaired damage in the Main Reading Room, the Director's office in 2015, and improved the staff kitchen. The proposed project will remove 3,390 square feet of stacks and add 22,597 square feet of new space, for a total of 25,987 square feet.

Grafton's current population is 18,155 residents, projected by CMRPC to grow to 22,122 by 2035.

The project includes 100+ reader seats, shelving to accommodate 20 year growth, and enough parking to serve the community, plus a flexible meeting room, tutoring/quiet study rooms, a teen area, a youth services program room, climate-controlled space for historical collections, dedicated staff office space, and self-check and AMH. A rooftop patio and gardens extend the facility by providing outdoor space to read, connect, and reflect.

This project may also qualify for an MPLCP Green Library Incentive following completion of construction, if official LEED certification from the US Green Building Council is attained.

Recommendation:

This project has successfully met all criteria in the grant review process and is recommended for funding. MBLC staff will meet with the awardee to discuss recommended design modifications identified by the Review Team prior to the resumption of the design process.



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

For Immediate Release

Contact: Celeste Bruno, Communications Director

Date: July 13, 2017

1-800-952-7403 X208 celeste.bruno@state.ma.us

Baker-Polito Administration awards \$67 Million in Construction Grants through Massachusetts Board of Library Commissioners

NEEDHAM – July 13, 2017 – Today, the Massachusetts Board of Library Commissioners (MBLC) awarded nine communities Provisional Construction Grants through the state-funded Massachusetts Public Library Construction Program (MPLCP). Twenty-four other communities have been placed on a waitlist and will receive grants as funding becomes available.

"The Commonwealth's local public libraries provide individuals of all ages with invaluable resources that they otherwise might not be able to access," said Governor Charlie Baker. "Our administration is pleased to once again support this important grant program that invests in cities and towns across the Commonwealth."

The grants provide crucial funding to local libraries enabling them to meet the growing demand for services. Attendance at public library programs has increased 49% since 2006 and every 5.5 seconds a Massachusetts resident accesses the Internet through a public library. The grants are part of the Baker-Polito Administration's commitment to ensuring that all the residents of the Commonwealth have equal access to information, technology, resources and programming.

"We're sometimes asked whether libraries are still necessary in this digital age," said MBLC Chair Mary Ann Cluggish. "The answer is an overwhelming 'yes'. Libraries are busier than ever assisting residents with job searches or business start-ups, teaching residents to use new technology or simply providing the only free space where everyone in the community can continue their education. This important work would not be possible without the support of Governor Baker and the Legislature."

The average grant award is 45-50% of the eligible costs with the remaining cost incurred by the municipality.

Communities receiving grants are as follows (listed alphabetically): 2016-17
Construction Grant Round FY18 Provisional Grants

Municipality	Library	Grant Award
Dartmouth	Dartmouth Public Libraries - North Dartmouth Branch	\$5,346,004
Hadley	Goodwin Memorial Library	\$3,905,625

9	Amherst	Jones Library	\$13,871,314
10	Melrose	Melrose Public Library	\$7,993,290
11	Westborough	Westborough Public Library	\$9,403,090
12	Deerfield	Tilton Library	\$3,944,338
13	Gloucester	Sawyer Free Library	\$9,030,047
14	Seekonk	Seekonk Public Library	\$7,322,855
15	Westford	J.V. Fletcher Library	\$7,851,994
16	Grafton	Grafton Public Library	\$7,435,041
17	Orange	Wheeler Memorial Library	\$5,218,803
18	Fitchburg	Fitchburg Public Library	\$12,449,949
19	Lynnfield	Lynnfield Public Library	\$8,193,792
20	Boston	Boston Public Library - Dudley Branch	\$5,597,374
21	Dighton	Dighton Public Library	\$4,099,212
22	Cambridge	Cambridge Public Library - Valente Branch	\$3,879,407
23	Brewster	Brewster Ladies' Library	\$4,655,737
24	Swansea	Swansea Free Public Library	\$6,875,844

MPLCP library building projects are currently underway in Hopkinton, Leicester, Scituate, Sherborn, Stoughton, and Woburn. Communities with recently completed projects include Eastham, Edgartown, Framingham, Reading, Shrewsbury, and West Springfield.

Funding for the MPLCP is authorized by the governor and the legislature. Funding for this grant round is part of the general governmental needs bond bill filed in March, 2013 which included \$150 million for the Massachusetts Public Library Construction Program. This funding was also used to award construction grants to 11 communities that had been on a waitlist for several years and will be used to support a future Planning and Design grant round.

The MPLCP was first funded in 1987. Since then, the program has assisted hundreds of communities in building new libraries or in renovating and expanding existing libraries. For more information about the program, please visit the MBLC's website:
<https://mblc.state.ma.us/>

New Business (c) – Vote to sign – Solar Agreements with NRG Energy

In 2013, the Town entered into tax agreements with SunEdison, LLC, for solar facilities at two locations in North Grafton. However, SunEdison is no longer in business, and their project properties have been taken over by NRG Energy. As a result, the Town must draft new agreements with NRG to ensure that the town receives the tax payments it was initially promised under the agreement with SunEdison. There is also an upfront payment that will be due to the Town, no later than 30 days after the signing of these documents, for monies lost during the transition of the sites that total \$57,000.

These are both 20-year agreements which will yield the town a total of \$915,240 over the life of the agreement.

Motion:

I move the Board vote to sign the tax agreements with NRG Energy for the locations known as “Tufts Science Park Site” and “Tufts Knoll Site”.

AMENDED AND RESTATED

TAX AGREEMENT FOR REAL PROPERTY AND PERSONAL PROPERTY TAXES

THIS AMENDED AND RESTATED TAX AGREEMENT FOR REAL PROPERTY AND PERSONAL PROPERTY TAXES ("Tax Agreement") is made and entered into as of September ____, 2017 (the "Effective Date") by and between NRG DG Tufts Knoll LLC, a Delaware limited liability company, ("Developer"), and the Town of Grafton ("Town"). Developer and the Town are collectively referred to in this Tax Agreement as the "Parties" and are individually referred to as a "Party."

WHEREAS, Town and SunEdison Origination1 LLC (as Developer's predecessor-in-interest) entered into that certain Tax Agreement for Real Property and Personal Property Tax dated as of June 4, 2013 (the "Prior Agreement") referencing a photovoltaic facility to be located on two parcels of land owned by the Trustees of Tufts College and located at (x) 19 Yorkshire Lane, North Grafton, MA 01536 (the "Tufts Science Park Site") and (y) Willard Road Pole 16/ 30 Lower Valley Road, North Grafton, MA 01536 (the "Tufts Knoll Site"), respectively;

WHEREAS, based on the segregated nature of such parcels of land and Developer's photovoltaic facilities thereon, the parties wish to amend and restate such Prior Agreement in the form of (x) this amended and restated agreement with respect to the Tufts Knoll Site and the portion of Developer's photovoltaic facilities thereon, and (y) an amended and restated agreement with respect to the Tufts Science Park Site and the portion of Developer's photovoltaic facilities thereon;

WHEREAS, in accordance with the foregoing, Developer has now constructed, owns and operates a photovoltaic facility with an estimated nameplate capacity of approximately 2.494 megawatts-dc ("MW"), on the Tufts Knoll Site (such site, as more particularly shown in Exhibit A the "Real Property") (collectively, the "Project" or the "Tufts Knoll Project");

WHEREAS, Developer has a 20 year solar power and services agreement with respect to the Tufts Knoll Project with the Trustees of Tufts College, originally entered into as of September 4, 2012 and amended and restated July 20, 2015 (as further amended, restated, supplemented and modified from time to time, the "SPSA");

WHEREAS, it is the intention of the Parties that Developer make annual real and personal property tax payments to the Town for the term of this Tax Agreement, as permitted by and in accordance with General Laws Chapter 59, §38H;

WHEREAS, because both Developer and the Town benefit from an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payment schedule with respect to all taxable real and personal property of the Project for the term of the Agreement; and

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Prior Agreement with respect to the Tufts Knoll Project in its entirety as of the Effective Date as follows:

1. Term. The term of this Tax Agreement shall commence upon the date first appearing and shall continue for twenty (20) years from the date the Project reaches commercial operation ("COD") unless earlier terminated as described herein.
2. Upfront Payment. To compensate the Town for projected payments originally contemplated at the time the Prior Agreement was entered into, Developer agrees to pay the Town an upfront, one-time payment of \$37,818.00, no later than thirty (30) days after the date first above written.
3. Payment of Real and Personal Property Taxes. During the term, on or before the first day of each annual period running from July 1 through June 30 of the following calendar year (each such annual period, a "Fiscal Year"), beginning with the first Fiscal Year commencing July 1, 2016, Developer agrees to make annual payments to the Town for real and personal property taxes in a fixed amount of \$30,362 (such amount hereinafter referred to as the "Payment") for the term of this Agreement as set forth in the attached Schedule A. The Payment amount and Payment due date will be noted on a bill. The bill will be issued by the Town to the Developer on or about January 31st of the Fiscal Year to which the Payment specified in such bill applies but in any event at least thirty (30) days prior to the due date. Each payment shall be for the entire Fiscal Year to which it applies. Notwithstanding anything to the contrary in this Section 3, on or about the Effective Date of this Agreement, the Town shall issue to the Developer a bill setting forth the Payment owing with respect to the Fiscal Year running from July 1, 2016 through June 30, 2017, together with the applicable interest accrued thereon (if any), and Developer shall pay such amount to the Town within thirty (30) days after receipt of such bill.
4. Developer agrees that the Payment under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate, which factors have been anticipated and are reflected in the Annual Payments set forth in Schedule A.
5. Notwithstanding anything to the contrary in this Agreement, in the event Developer's land use interest in the Property is discontinued before expiration of the term of this Agreement, whether by way of the expiration or termination of the lease between the Developer and Property Owner or otherwise, and Developer does not then assign this Agreement to a successor in interest as set forth herein, then this Agreement shall also terminate upon the Town's receipt of written notice of the date of such discontinuance, and the Town shall proceed to assess taxes for the Project under applicable laws and regulations as if this Agreement never existed. Developer shall immediately notify the Town in writing in the event of such discontinuance of its leasehold interest, failing which Developer, notwithstanding anything to the contrary in this Agreement, remain responsible for all payments due under this Agreement. Developer has the unilateral right to terminate this Agreement if the Project ceases to exist or is substantially damaged as a result of a casualty, upon a minimum of 30 days notice to the Town of such termination. Upon such termination, Developer shall make any payment then due and payable to the Town under this Agreement.
6. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments provided for in this Agreement.
7. Tax Status. Except as set forth herein, the Town agrees that during the term of this Tax Agreement, the Town will not otherwise assess Developer for any real estate and personal property taxes with respect to the Project or the Property, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem real estate and personal property taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other

assessments of general applicability by the Town for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the Town to the Project, including but not limited to water and sewer services. The Town agrees that no real or personal property taxes will be due from or assessed to Developer with regard to the Property or the associated real or personal property other than the payments described in this Tax Agreement. This agreement is separate and distinct from and shall have no effect on the existing Agreement between Tufts University and the Town of Grafton to support and develop the Cummings School and the Grafton Science Park.

8. Successors and Assigns. This Agreement will be binding upon all successors, assigns, lessees, transferees, and purchasers of Developer, and the obligations created hereunder will run with the Project. Developer, or any successors to or assigns of its interest in this Agreement, shall have the right to assign this Agreement to any bona fide purchaser of the Project, transferee, or assignee of this Agreement, with the prior written notification to and consent of the Town, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that (i) Developer, or any successor to or assigns of its interests in this Agreement, may make any direct or collateral assignment of this Agreement to any affiliate or a Lender without receiving the prior written consent of the Town, and (ii) a change in control or ownership of Developer or any successors to or assigns of its interest in this Agreement shall not require the prior written consent of the Town. In connection with the foregoing required consent, Developer, or any successors to or assigns of its interest in this Agreement, shall evidence to the Town that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Project and perform the obligations of this Agreement. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. Should this Agreement be assigned, sold or transferred, Developer, or any successors to or assigns of its interest in this Agreement, shall provide written notice to the Town of such sale, transfer, or assignment. A Notice of Assignment of this Agreement will be recorded by Developer or Assign in the Worcester Registry of Deeds forthwith and proof of recording shall be provided to the Town within 7 days of the signing of this Agreement.
9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project in accordance with Chapter 59, §38H. The Parties further acknowledge that this Tax Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate tax payments for the Project that are appropriate and serve their respective interests.
10. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.
11. Invalidity. If, for any reason, including a change in applicable law, it is ever determined upon judicial review that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the Property and Project will thereafter be assessed and taxed thereafter, if at all, as though this Agreement does not exist. The Parties will cooperate with each other and use

reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

12. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

NRG DG Tufts Knoll LLC
c/o NRG Renew LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: Legal Department
Email: Jennifer.Hein@nrg.com
Tel: (760) 710-2140
Fax: (760) 710-2158

With a copy to

NRG Solar Asset Management
4900 N. Scottsdale Road, 5th Floor
Scottsdale, AZ 85251
Attention: Veronica Rossell, Senior Manager, and John Karam, VP Asset Management
Email: Veronica.Rossell@nrg.com and John.Karam@nrg.com

To Town:

Office of the Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519
Attn: Timothy McInerney, Town Administrator
Tel: 1-508-839-5335, ext. 180

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party.

13. Applicable Law. This Agreement is made and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.
14. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.
15. Adjustments to Payment. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable. In such event during the term of this Tax Agreement, the Developer shall be entitled to an equitable reduction in Payments due under this Agreement,

calculated on the basis of the cost of personal property lost or removed from operation. The Developer and the Town also recognize that Developer may invest in additional equipment in order to increase the capacity of the Project during the term of the Agreement. In such event, the Payment shall be increased as of the next Fiscal Year after such additional equipment is placed into service, on the basis of the actual cost of the improvement, multiplied by the then property tax rate per \$1,000, adjusted over time to reflect customary depreciation.

16. [Intentionally Omitted].

17. Prior Agreement. This Agreement amends, restates, replaces and supersedes the Prior Agreement with respect to the Project and is the full, final and complete expression of the Parties' agreement with respect to personal and real property taxes for the Project over the term. Except for the terms expressly set forth herein, this Agreement shall not be construed to substitute for, or supersede, any requirement of the Developer (or its agents or assigns), from full compliance with all rules, regulations and requirements governing the development, construction or operation of the Project, including, but not limited to, the Grafton Zoning Bylaw, State Building Code and all other municipal, state and federal laws and regulations.

18. Inventory. Within (3) months after COD, the Parties will agree on a mutually acceptable inventory of personal property incorporated into the Project as of the COD (the "Inventory"). The Inventory will itemize and indicate the current value of all personal property subject to taxation. Developer will then submit an updated inventory report on or before March 1 based on the status of inventory on January 1 annually to the Town. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer, subject to the Town agreeing to comply with all Developer safety requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying the Developer has accurately updated the Inventory.

19. Covenants, Representations, and Warranties:

19.1. During the term of the Agreement, Developer will not voluntarily do any of the following:

- i. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or
- ii. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

19.2. Developer and Town each represents and warrants on its own behalf as follows:

- i. It is a corporation, municipal corporation, or other business entity duly organized, validly existing, and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
- ii. This Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency, or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

- iii. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- iv. None of the documents or information furnished by it or on its in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.
- v. The person executing this Agreement on its behalf has the full power and authority to bind it to each and every provision of this Agreement.

19.3. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- i. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- ii. seek to collect from Developer any personal or property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts herein; or
- iii. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein.

20. Binding Nature and Benefit. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format ("pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

22. Bankruptcy and Default.

- a. In the event that the Developer or its successors and assigns to this Agreement files for bankruptcy protection and this Agreement is subsequently rejected, this Agreement shall become null and void and any taxes accrued for the Project from the Date of this Agreement shall be calculated in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, the Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all Quarterly Payments, or portions thereof, received by the Town.
- b. In the event that the Developer shall (i) Default hereunder, or (ii) default under its 20 year land use agreement such that the land use agreement is terminated, then this Agreement shall become null and void and any taxes accrued for the Project from the Date of this Agreement shall be calculated in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, that the Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all payment or portions thereof, received by the Town.

- c. The term “*Default*” hereunder shall mean that (i) the Developer or its successors and assigns do not make a payment in accordance with the terms set forth in Schedule A and such failure to pay is not remedied within thirty (30) days after receipt of written notice thereof from the Town of such failure to pay, or (ii) that any Party hereto fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same; provided further, that such extended time shall in no event be longer than ninety (90) days.

[Signature page follows]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals/residents

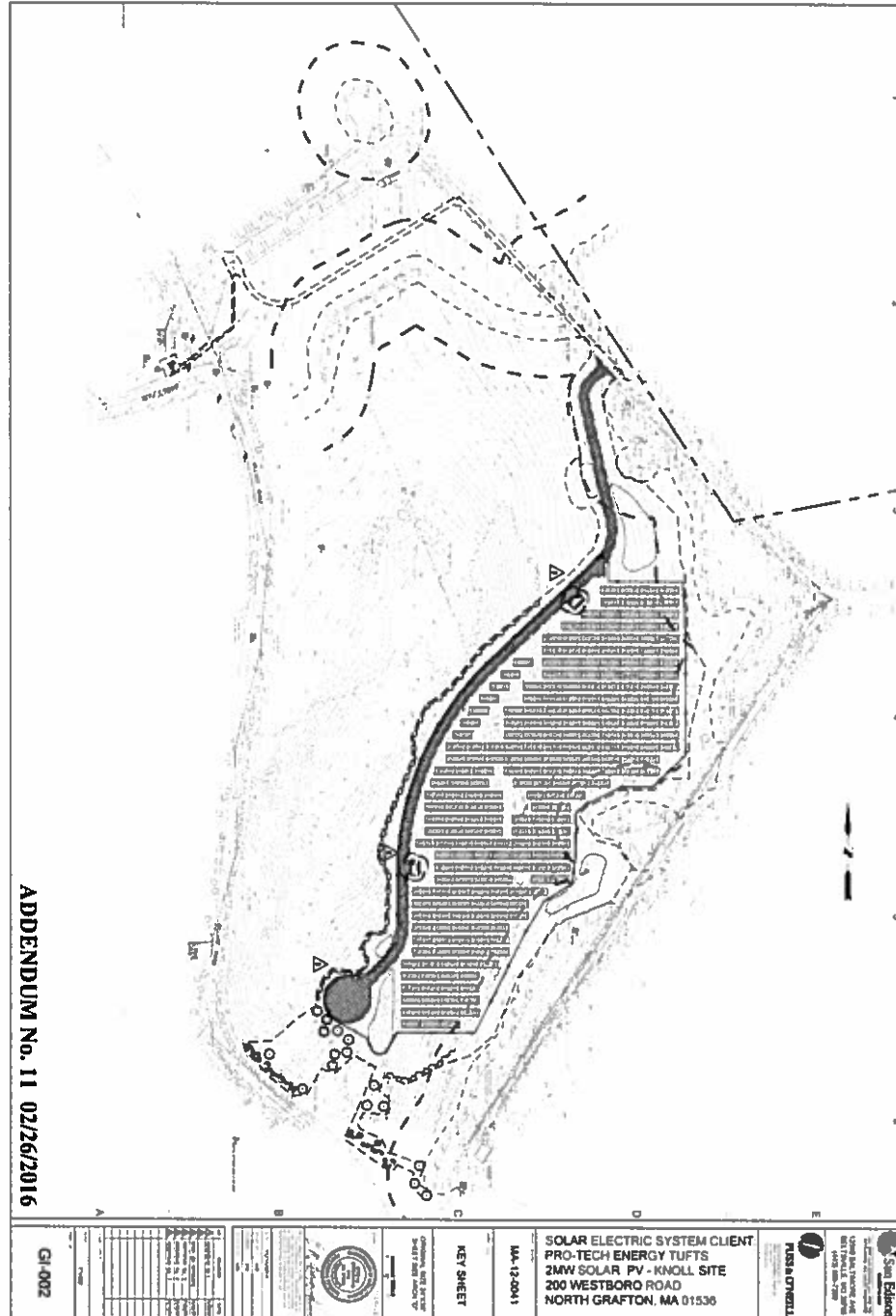
TOWN OF GRAFTON, MASSACHUSETTS

Board of Selectmen

NRG DG TUFTS KNOLL LLC

By: _____
Name: _____
Title: _____

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Schedule A

Fiscal Year (July 1 – June 30)	Payment Amount
2017 (July 1, 2016 – June 30, 2017)	\$30,362
2018 (July 1, 2017 – June 30, 2018)	\$30,362
2019 (July 1, 2018 – June 30, 2019)	\$30,362
2020 (July 1, 2019 – June 30, 2020)	\$30,362
2021 (July 1, 2020 – June 30, 2021)	\$30,362
2022 (July 1, 2021 – June 30, 2022)	\$30,362
2023 (July 1, 2022 – June 30, 2023)	\$30,362
2024 (July 1, 2023 – June 30, 2024)	\$30,362
2025 (July 1, 2024 – June 30, 2025)	\$30,362
2026 (July 1, 2025 – June 30, 2026)	\$30,362
2027 (July 1, 2026 – June 30, 2027)	\$30,362
2028 (July 1, 2027 – June 30, 2028)	\$30,362
2029 (July 1, 2028 – June 30, 2029)	\$30,362
2030 (July 1, 2029 – June 30, 2030)	\$30,362
2031 (July 1, 2030 – June 30, 2031)	\$30,362
2032 (July 1, 2031 – June 30, 2032)	\$30,362
2033 (July 1, 2032 – June 30, 2033)	\$30,362
2034 (July 1, 2033 – June 30, 2034)	\$30,362
2035 (July 1, 2034 – June 30, 2035)	\$30,362
2036 (July 1, 2035 – June 30, 2036)	\$30,362
TOTAL	\$607,240

AMENDED AND RESTATED

TAX AGREEMENT FOR REAL PROPERTY AND PERSONAL PROPERTY TAXES

THIS AMENDED AND RESTATED TAX AGREEMENT FOR REAL PROPERTY AND PERSONAL PROPERTY TAXES ("Tax Agreement") is made and entered into as of September ____, 2017 (the "Effective Date") by and between NRG DG Tufts Science Park LLC, a Delaware limited liability company, ("Developer"), and the Town of Grafton ("Town"). Developer and the Town are collectively referred to in this Tax Agreement as the "Parties" and are individually referred to as a "Party."

WHEREAS, Town and SunEdison Origination1 LLC (as Developer's predecessor-in-interest) entered into that certain Tax Agreement for Real Property and Personal Property Tax dated as of June 4, 2013 (the "Prior Agreement") referencing a photovoltaic facility to be located on two parcels of land owned by the Trustees of Tufts College and located at (x) 19 Yorkshire Lane, North Grafton, MA 01536 (the "Tufts Science Park Site") and (y) Willard Road Pole 16/ 30 Lower Valley Road, North Grafton, MA 01536 (the "Tufts Knoll Site"), respectively;

WHEREAS, based on the segregated nature of such parcels of land and Developer's photovoltaic facilities thereon, the parties wish to amend and restate such Prior Agreement in the form of (x) this amended and restated agreement with respect to the Tufts Science Park Site and the portion of Developer's photovoltaic facilities thereon, and (y) an amended and restated agreement with respect to the Tufts Knoll Site and the portion of Developer's photovoltaic facilities thereon;

WHEREAS, in accordance with the foregoing, Developer has now constructed, owns and operates a photovoltaic facility with an estimated nameplate capacity of approximately 1.265 megawatts-dc ("MW"), on the Tufts Science Park Site (such site, as more particularly shown in Exhibit A the "Real Property") (collectively, the "Project" or the "Tufts Science Park Project");

WHEREAS, Developer has a 20 year solar power and services agreement with respect to the Tufts Science Park Project with the Trustees of Tufts College, originally entered into as of September 4, 2012 and amended and restated July 20, 2015 (as further amended, restated, supplemented and modified from time to time, the "SPSA");

WHEREAS, it is the intention of the Parties that Developer make annual real and personal property tax payments to the Town for the term of this Tax Agreement, as permitted by and in accordance with General Laws Chapter 59, §38H;

WHEREAS, because both Developer and the Town benefit from an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payment schedule with respect to all taxable real and personal property of the Project for the term of the Agreement; and

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Prior Agreement with respect to the Tufts Science Park Project in its entirety as of the Effective Date as follows:

1. Term. The term of this Tax Agreement shall commence upon the date first appearing and shall continue for twenty (20) years from the date the Project reaches commercial operation ("COD") unless earlier terminated as described herein.
2. Upfront Payment. To compensate the Town for projected payments originally contemplated at the time the Prior Agreement was entered into, Developer agrees to pay the Town an upfront, one-time payment of \$19,182.00, no later than thirty (30) days after the date first above written.
3. Payment of Real and Personal Property Taxes. During the term, on or before the first day of each annual period running from July 1 through June 30 of the following calendar year (each such annual period, a "Fiscal Year"), beginning with the Fiscal Year commencing July 1, 2016, Developer agrees to make annual payments to the Town for real and personal property taxes in a fixed amount of \$15,400 (such amount hereinafter referred to as the "Payment") for the term of this Agreement as set forth in the attached Schedule A. The Payment amount and Payment due date will be noted on a bill. The bill will be issued by the Town to the Developer on or about January 31st of the Fiscal Year to which the Payment specified in such bill applies but in any event at least thirty (30) days prior to the due date. Each payment shall be for the entire Fiscal Year to which it applies. Notwithstanding anything to the contrary in this Section 3, on or about the Effective Date of this Agreement, the Town shall issue to the Developer a bill setting forth the Payment owing with respect to the Fiscal Year running from July 1, 2016 through June 30, 2017, together with the applicable interest accrued thereon (if any), and Developer shall pay such amount to the Town within thirty (30) days after receipt of such bill.
4. Developer agrees that the Payment under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate, which factors have been anticipated and are reflected in the Annual Payments set forth in Schedule A.
5. Notwithstanding anything to the contrary in this Agreement, in the event Developer's land use interest in the Property is discontinued before expiration of the term of this Agreement, whether by way of the expiration or termination of the lease between the Developer and Property Owner or otherwise, and Developer does not then assign this Agreement to a successor in interest as set forth herein, then this Agreement shall also terminate upon the Town's receipt of written notice of the date of such discontinuance, and the Town shall proceed to assess taxes for the Project under applicable laws and regulations as if this Agreement never existed. Developer shall immediately notify the Town in writing in the event of such discontinuance of its leasehold interest, failing which Developer, notwithstanding anything to the contrary in this Agreement, remain responsible for all payments due under this Agreement. Developer has the unilateral right to terminate this Agreement if the Project ceases to exist or is substantially damaged as a result of a casualty, upon a minimum of 30 days notice to the Town of such termination. Upon such termination, Developer shall make any payment then due and payable to the Town under this Agreement.
6. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments provided for in this Agreement.
7. Tax Status. Except as set forth herein, the Town agrees that during the term of this Tax Agreement, the Town will not otherwise assess Developer for any real estate and personal property taxes with respect to the Project or the Property, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem real estate and personal property taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other

assessments of general applicability by the Town for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the Town to the Project, including but not limited to water and sewer services. The Town agrees that no real or personal property taxes will be due from or assessed to Developer with regard to the Property or the associated real or personal property other than the payments described in this Tax Agreement. This agreement is separate and distinct from and shall have no effect on the existing Agreement between Tufts University and the Town of Grafton to support and develop the Cummings School and the Grafton Science Park.

8. Successors and Assigns. This Agreement will be binding upon all successors, assigns, lessees, transferees, and purchasers of Developer, and the obligations created hereunder will run with the Project. Developer, or any successors to or assigns of its interest in this Agreement, shall have the right to assign this Agreement to any bona fide purchaser of the Project, transferee, or assignee of this Agreement, with the prior written notification to and consent of the Town, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that (i) Developer, or any successor to or assigns of its interests in this Agreement, may make any direct or collateral assignment of this Agreement to any affiliate or a Lender without receiving the prior written consent of the Town, and (ii) a change in control or ownership of Developer or any successors to or assigns of its interest in this Agreement shall not require the prior written consent of the Town. In connection with the foregoing required consent, Developer, or any successors to or assigns of its interest in this Agreement, shall evidence to the Town that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Project and perform the obligations of this Agreement. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. Should this Agreement be assigned, sold or transferred, Developer, or any successors to or assigns of its interest in this Agreement, shall provide written notice to the Town of such sale, transfer, or assignment. A Notice of Assignment of this Agreement will be recorded by Developer or Assign in the Worcester Registry of Deeds forthwith and proof of recording shall be provided to the Town within 7 days of the signing of this Agreement.
9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project in accordance with Chapter 59, §38H. The Parties further acknowledge that this Tax Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate tax payments for the Project that are appropriate and serve their respective interests.
10. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.
11. Invalidity. If, for any reason, including a change in applicable law, it is ever determined upon judicial review that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the Property and Project will thereafter be assessed and taxed thereafter, if at all, as though this Agreement does not exist. The Parties will cooperate with each other and use

reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

12. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

NRG DG Tufts Science Park LLC
c/o NRG Renew LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: Legal Department
Email: Jennifer.Hein@nrg.com
Tel: (760) 710-2140
Fax: (760) 710-2158

With a copy to

NRG Solar Asset Management
4900 N. Scottsdale Road, 5th Floor
Scottsdale, AZ 85251
Attention: Veronica Rossell, Senior Manager, and John Karam, VP Asset Management
Email: Veronica.Rossell@nrg.com and John.Karam@nrg.com

To Town:

Office of the Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519
Attn: Timothy McInerney, Town Administrator
Tel: 1-508-839-5335, ext. 180

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party.

13. Applicable Law. This Agreement is made and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.
14. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.
15. Adjustments to Payment. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable. In such event during the term of this Tax Agreement, the Developer shall be entitled to an equitable reduction in Payments due under this Agreement,

calculated on the basis of the cost of personal property lost or removed from operation. The Developer and the Town also recognize that Developer may invest in additional equipment in order to increase the capacity of the Project during the term of the Agreement. In such event, the Payment shall be increased as of the next Fiscal Year after such additional equipment is placed into service, on the basis of the actual cost of the improvement, multiplied by the then property tax rate per \$1,000, adjusted over time to reflect customary depreciation.

16. [Intentionally Omitted].

17. Prior Agreement. This Agreement amends, restates, replaces and supersedes the Prior Agreement with respect to the Project and is the full, final and complete expression of the Parties' agreement with respect to personal and real property taxes for the Project over the term. Except for the terms expressly set forth herein, this Agreement shall not be construed to substitute for, or supersede, any requirement of the Developer (or its agents or assigns), from full compliance with all rules, regulations and requirements governing the development, construction or operation of the Project, including, but not limited to, the Grafton Zoning Bylaw, State Building Code and all other municipal, state and federal laws and regulations.

18. Inventory. Within (3) months after COD, the Parties will agree on a mutually acceptable inventory of personal property incorporated into the Project as of the COD (the "Inventory"). The Inventory will itemize and indicate the current value of all personal property subject to taxation. Developer will then submit an updated inventory report on or before March 1 based on the status of inventory on January 1 annually to the Town. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer, subject to the Town agreeing to comply with all Developer safety requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying the Developer has accurately updated the Inventory.

19. Covenants, Representations, and Warranties:

19.1. During the term of the Agreement, Developer will not voluntarily do any of the following:

- i. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;
- ii. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

19.2. Developer and Town each represents and warrants on its own behalf as follows:

- i. It is a corporation, municipal corporation, or other business entity duly organized, validly existing, and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
- ii. This Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency, or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- iii. It has taken all necessary action to authorize and approve the execution and delivery

of this Agreement.

- iv. None of the documents or information furnished by it or on its in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.
- v. The person executing this Agreement on its behalf has the full power and authority to bind it to each and every provision of this Agreement.

19.3. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- i. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- ii. seek to collect from Developer any personal or property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts herein;
- iii. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein;

20. Binding Nature and Benefit. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format ("pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

22. Bankruptcy and Default.

- a. In the event that the Developer or its successors and assigns to this Agreement files for bankruptcy protection and this Agreement is subsequently rejected, this Agreement shall become null and void and any taxes accrued for the Project from the Date of this Agreement shall be calculated in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, the Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all Quarterly Payments, or portions thereof, received by the Town.
- b. In the event that the Developer shall (i) Default hereunder, or (ii) default under its 20 year land use agreement such that the land use agreement is terminated, then this Agreement shall become null and void and any taxes accrued for the Project from the Date of this Agreement shall be calculated in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement; provided, however, that the Developer or its successors and assigns in this Agreement shall receive a credit against any recalculation of taxes accrued for the Project for all payment or portions thereof, received by the Town.
- c. The term "**Default**" hereunder shall mean that (i) the Developer or its successors and assigns do not make a payment in accordance with the terms set forth in Schedule A and such failure to pay is not remedied within thirty (30) days after receipt of written notice thereof from the Town of

such failure to pay, or (ii) that any Party hereto fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same; provided further, that such extended time shall in no event be longer than ninety (90) days.

[Signature page follows]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals/residents

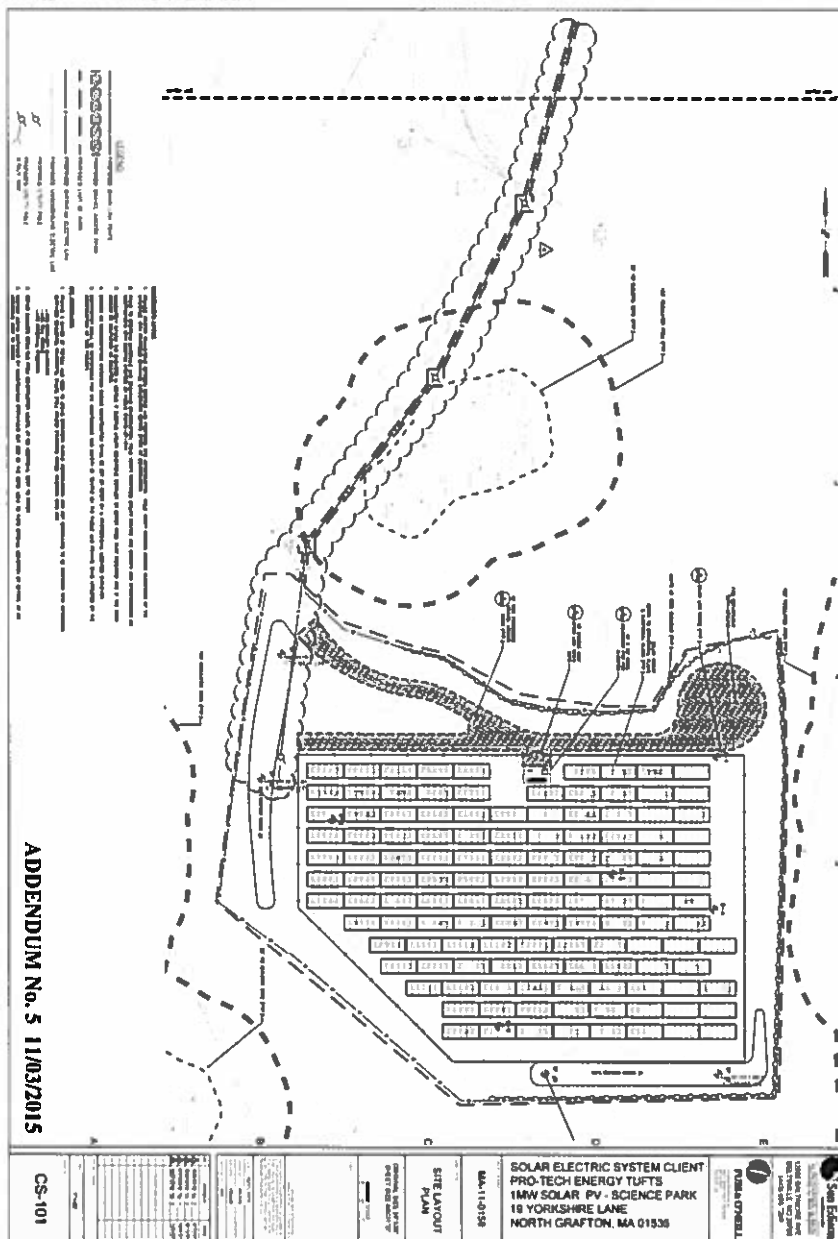
TOWN OF GRAFTON, MASSACHUSETTS

Board of Selectmen

NRG DG TUFTS SCIENCE PARK LLC

By: _____
Name: _____
Title: _____



[illegible]

Schedule A

Fiscal Year (July 1 – June 30)	Payment Amount
2017 (July 1, 2016 – June 30, 2017)	\$15,400
2018 (July 1, 2017 – June 30, 2018)	\$15,400
2019 (July 1, 2018 – June 30, 2019)	\$15,400
2020 (July 1, 2019 – June 30, 2020)	\$15,400
2021 (July 1, 2020 – June 30, 2021)	\$15,400
2022 (July 1, 2021 – June 30, 2022)	\$15,400
2023 (July 1, 2022 – June 30, 2023)	\$15,400
2024 (July 1, 2023 – June 30, 2024)	\$15,400
2025 (July 1, 2024 – June 30, 2025)	\$15,400
2026 (July 1, 2025 – June 30, 2026)	\$15,400
2027 (July 1, 2026 – June 30, 2027)	\$15,400
2028 (July 1, 2027 – June 30, 2028)	\$15,400
2029 (July 1, 2028 – June 30, 2029)	\$15,400
2030 (July 1, 2029 – June 30, 2030)	\$15,400
2031 (July 1, 2030 – June 30, 2031)	\$15,400
2032 (July 1, 2031 – June 30, 2032)	\$15,400
2033 (July 1, 2032 – June 30, 2033)	\$15,400
2034 (July 1, 2033 – June 30, 2034)	\$15,400
2035 (July 1, 2034 – June 30, 2035)	\$15,400
2036 (July 1, 2035 – June 30, 2036)	\$15,400
TOTAL	\$308,000

Town of Grafton
Wastewater Treatment Facility

PAUL F. COURNOYER

Superintendent of Sewers

9 Depot Street

South Grafton, MA 01560

Phone: (508) 839.8526 Fax: (508) 839.8523

cournoyer@grafton-ma.gov

Memo

To: BOS
From: Paul Cournoyer
Date: 31 August 2017
Re: Common Change Order

We made the decision to go with the designed add/alt portion of the work as part of the current job for several reasons.

1. Available approved funds
2. Current improvements to the railroad crossings
3. Current town contracted paving contractor availability
4. Pedestrian and Traffic disruptions once
5. Fair price from R. Bates & Sons for the work

TOWN OF GRAFTON
CONTRACT CHANGE ORDER

CONTRACT NA

DATE: 8/23/17

CHANGE ORDER NO. 1

LOCATION: Grafton Common
Improvements Project -
Grafton, MA

TO: R. Bates & Sons, Inc.
140 Pratts Jct. Rd.
Suite 101
Sterling, MA 01564

You are hereby directed to comply with the following changes from Contract Plans and Specifications: This work was not identified in the original contract specifications.

ITEM NO.	DESCRIPTION OF CHANGES—QUANTITIES UNITS, UNIT PRICE, CHANGES IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	Add: Portion of Add Alternate 1 as broken down on attached proposal		26,000.00
	Deduct:		0.00
	TOTAL CONTRACT (DECREASE) INCREASE FOR CHANGE ORDER		26,000.00

Contract Price	\$249,000.00
Adjusted Contract Price	\$275,000.00
Changes in contract price due to change order	\$26,000.00
Total increase for extra work items	\$26,000.00
Total decrease for work items	\$0.00

The sum of **\$26,000.00** is hereby added to the total adjusted contract price and the total adjusted contract price to date, is thereby, **\$275,000.00**.



R. BATES & SONS, INC.
General Contractors since 1919
140 Pratts Jct. Rd., Suite 101, Sterling, MA 01564
Phone: (978) 563-1390 Fax: (978) 563-1393

Aug. 21, 2017

Mr. Brian Szczurko
Assistant Town Engineer
Town of Grafton Highway Dept.
30 Providence Street
Grafton, MA 01519

Re: Grafton Common Improvements

Dear Mr. Szczurko,

As requested, please find revised breakdown of a portion of add alternate 1 as follows:

North St.

Sawcut in front of curb	\$1,500. (Both areas)
Demo/dispose of curb	\$3,000.
Furnish/install new granite curb	\$6,000.
Loam/seed shoulder	\$1,200.
Demo/subgrade prep/form & pour sidewalk	\$2,000.
Bit conc. patch curb face	\$1,100.

Upton St.

Demo/dispose bit. conc. sidewalk	\$2,000.
Remove/reset curb	\$3,000.
Furnish/install/prep sidewalk subgrade	\$1,000.
Pave sidewalk	\$4,200.
Bit conc. patch curb face	<u>\$1,000.</u>

Total Cost: \$26,000.

Please feel free to contact me with any questions or concerns

Very Truly Yours

Mark Pelletier
President
R. Bates & Sons, Inc.

Cc: J. Walsh, Graves Eng.



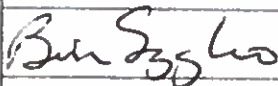

TOWN OF GRAFTON
CONTRACT CHANGE ORDER

CONTRACT _____

DATE: 8/23/17

CHANGE ORDER NO. 1

LOCATION: Grafton Common
Improvements Project -
Grafton, MA

Accepted by:	CONTRACTOR	DATE
	<i>R. BATES & SONS, INC.</i>	<i>8-23-17</i>
Recommended by:	ENGINEER	DATE
	<i>Graves Engineering, Inc.</i>	<i>08/23/17</i>
Approved by:	PUBLIC WORKS PROJECT MANAGER	DATE
	<i>Town of Grafton</i>	<i>8/23/17</i>
Approved as to Appropriation:	TOWN ACCOUNTANT	DATE
<i>Town of Grafton.</i>		<i>8-28-17.</i>
Approved by:	CHIEF PROCUREMENT OFFICER	DATE

New Business (f) – Vote to award – 21 Follette Street Land Lease Agreement



The town solicited proposals to lease a portion of land at 21 Follette Street for the installation and operation of wireless communications equipment. Proposals were due on August 11. We received one proposal from US Wireless in the amount of \$24,600 per year, with a 3% annual escalator over 25 years. This is the same parcel that the Grafton Water District solar field sits on. Over 25 years, this will yield \$896,898 in revenue for the town. More detailed notes on the proposal are attached here, and the full submittal is available in the Office of the Board of Selectmen. This is the same group that submitted a proposal for the 104 Creeper Hill Road.

Motion:

I move the Board vote to award the land lease contract for 21 Follette Street to US Wireless Inc., under the terms and conditions stipulated in the RFP response dated August 11, 2017.

Town of Grafton
August 11, 2017

21 Follette Street Land Lease for Installation and Operation of Wireless Communication Equipment

Name and Address of Bidder	Bid Deposit	Total Bid
Chris Hesse US Wireless Inc 9 Spring Street Suite 1R Waltham, MA 02451	N/A	Rent per year \$24,600 3% annual escalator 25 year
WITNESS: Timothy McInerney Cindy Ide August 11, 2017		

*

Becca
Tim wants cumulative total on
this.

**Lease of Land for Installation and Operation
of Wireless Communications Equipment of 21 Follette Street, Grafton, MA**

Excerpts from RFP Submittal

RFP Respondent is proposing to lease a portion of the land being offered to lease which is a portion of the property, located at 21 Follette Street, Grafton, MA, designated to accommodate a leasehold interest, communication equipment described as a lease area for a communication facility to operate a communication tower and cellular services with a 100' by 100' parcel containing 10,000 square feet together with the "Rights of Way" for unfettered ingress and egress, seven (7) days a week, twenty-four hours a day, 365 days a year, over a twenty (20') foot wide right of way and access easement extending from Follette Street to the lease area. The installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the rights of way will also be included. Utility easements will be required from the nearest public right of way to the lease space; RFP Respondent will be responsible for locating the lease area on the parcel in compliance with all federal, state and local regulations and bylaws.

#17 in proposal Page 6.

Annual Rent and Escalation: RFP Respondent proposes that land lease will be paid annually plus 3% annual increase, plus any amount due because of third party leases or rentals, as stipulated in the Lease Agreement. RFP Respondent's Proposal specifies the rent for the first year (base rent) of the lease.

DECLARATION of RESTRICTIONS AND CONDITIONS

#2 Lease area and access being offered: RFP Respondent acknowledges that the land being offered for lease is a portion of the property, located at 104 Creeper Hill Road, Massachusetts, and being described as cellular services tower with a 100' by 100' lease area consisting of 10,000 square feet together with adequate additional "Right of Way" for ingress and egress, 365 days a year, seven (7) days a week, twenty-four hours a day, over a twenty (20') foot wide right of way extending from Creeper Hill Road, to the leasehold area. The installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along the rights of way will also be included in a separate easement that runs beside the 20' wide right of way, which shall be separately recorded.

#3 Use of leased premises: RFP Respondent acknowledges that the leased premises will be used for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar construction may be placed around the perimeter of the premises at the discretion of RFP Respondent (not including the access easement).

PROPERTY Details

- Address: 21 Follette St., Grafton, MA
- Property owner: Town of Grafton
- Lat/Longs: 42.180241, -71.709473 (approximate)
- Parcel ID: 110/105.0-0000-0007.0
- Acreage: 53
- Prime leasehold area: 10,000 sq ft (100' x 100')
- Tower: up to 175' Monopole

PRICE PROPOSAL

3% Annual Escalator. See attached page for rent commencement signing payment and revenue share for collocation revenue share.

New Business (g) – Vote to award – Sale of land at 105 Rear Westboro Road

In May, 2017, we received approval from Town Meeting to sell the parcel of land at 105 Rear Westboro Road for no less than \$25,000. We proceeded with a bidding process which closed on August 23, 2017. We had one respondent, A.Russ Investments, Inc, for \$26,049. A. Russ Investments owns property that abuts this parcel, and has many years of development experience. The proposal cover sheet, as well as bid tally sheet are attached here. We are recommending that the Board award this sale of land to A.Russ Investments for 105 Rear Westboro Road.


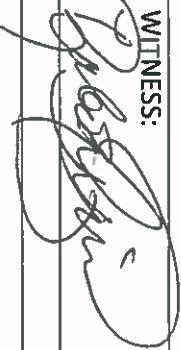
Motion:

I move the Board vote to award the sale of land for 105 Rear Westboro Road to A.Russ Investments, in the amount of \$26,049, as submitted in the proposal dated August 23, 2017.

Town of Grafton

DATE: August 23, 2017

PROJECT: 105 Rear Westboro Road

Name and Address of Bidder		Total Bid
ARuss Investments Inc. 75 Southwest Cutoff Worcester, MA 01604		\$26,049 —
WITNESS: 	WITNESS: 	

ARUSS INVESTMENTS INC.

**75 SOUTHWEST CUTOFF
WORCESTER, MA 01604
(508)752-2836
Fax: (508)752-2838**

August 17, 2017

Timothy P. McInerney
Town of Grafton Municipal Offices
30 Providence Rd.
Grafton, MA 01519

Dear Mr. McInerney,

Please consider the following submission requirements:

- * a clear statement of the Bidder's interest in the purchase of the property.
The Bidder's interest is that the Bidder owns the adjacent land.
- * a narrative that describes the Bidder's business and the Bidder's role in its field.
The Bidder's business and role in its field is in the development of industrial land for the purpose of sales and leasing.
- * a clear statement of the Bidder's experience in its field.
The Bidder's experience in its field is in excess of 38 years.
- * a clear and concise statement describing the proposed use of the land, product/services to be provided from the site, and the proposed business operations.
The specific use of the land will be for the development of an industrial facility allowable under the Town of Grafton Planning Board bylaws.
- * an estimate of the number of full-time and/or part-time jobs that will be created at the site.
The estimate of full-time and or part-time jobs derived from this site will be in conjunction with the Bidder's existing land of which is in excess of 100 industrial acres, therefore can accommodate in excess of approximately 500 jobs.
- * the status of financing commitments for building and constructing of the commercial space, including the names of equity investors and/or sources of loan funds and whether the company is publicly held.
Presently, the Bidder has relationships with the following financial institutions; Avidia Bank, Athol Savings Bank, Citizens Bank, Country Bank and Bank of America by which the Bidder will pay cash for the purchase of this land if the Bidder's Bid is accepted.

RECEIVED

JUN 23 2017

**GRAFTON
ASSESSORS**

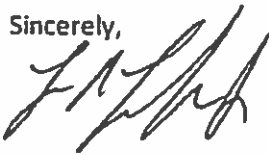
Board of Assessors
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

June 19, 2017

Re: 120 Adams Rd, N Grafton MA 01536

This letter is a notice of intent, pursuant to MGL Chapter 61A, Section 14, that Leo R Laflamme, Jr, the landowner of the above-referenced parcel containing 7.892 acres, intends to convert 1.1 acres of the parcel from 61A classification to 118 Adams Rd, N Grafton, so that the private well and septic system belonging to said property will be included on its lot. The remaining 6.7 acre parcel shall be converted from 61A classification for the new proposed use as a buildable lot.

Sincerely,



Leo R Laflamme, Jr
49 Providence Rd
Grafton, MA 01519



Grafton Conservation Commission

GRAFTON MEMORIAL MUNICIPAL CENTER

30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519

Phone: (508) 839-5335 ext. 1138 • FAX: (508) 839-4602

www.grafton-ma.gov • concom@grafton-ma.gov

Memo

Date: August 30, 2017
To: Board of Selectmen
From: Conservation Commission
Re: 120 Adams Road - Notice of Intent to Convert from Chapter 61A

At the August 15, 2017 meeting of the Conservation Commission, the commission reviewed the Notice of Intent to Convert Chapter 61A land located at 120 Adams Road. The Commission determined that the parcel was not a priority acquisition and that they were not interested in pursuing the purchase of the property.

Regards,

Maria Mast
Conservation Agent




PLANNING BOARD

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
www.grafton-ma.gov

M E M O R A N D U M

TO: Board of Selectmen

FROM: Joseph Laydon, Town Planner 

DATE: September 1, 2017

SUBJECT: 120 Adams Road – Removal from Chapter 61A

The Planning Board took up the matter referenced above. During discussion, it was noted that the application was before the Zoning Board of Appeals for a frontage variance request. Since the parcel was relatively small and was not adjacent to town land, there was little justification to purchase the property.

After consideration of the matter, the Board voted unanimously to not recommend the purchase of this property.

DATE: August 22, 2017

South Grafton Firefighters Association
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

9/23/2017
Date(s) of Function

94 Main St., FD Station 3
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (X) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: South Grafton Firefighters Association

Name:

Manuf:

n name of: Marc Welch

Address: 7 Joys Road
Grafton, MA 01519

o.: (508) 479-3325

e: 7 Joys Road
Grafton, MA 01519

o. email: marcwelch3@gmail.com

Marc Welch

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Marc Welch

(Print) Name (of individual or Corporation as applicable)

7 Joys Road

Street Address

Grafton

MA

01519

City/Town

State

Zip Code

Marc R Welch

- Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

018621641

- Social Security No. (voluntary) or
Federal Identification Number

- This license will not be issued unless this certification clause is signed by the applicant.
- Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: August 22, 2017

Next Scheduled Meetings of the Selectmen



TOWN OF GRAFTON
MASSACHUSETTS
01519
PLANNING DEPARTMENT

Joseph Laydon
Grafton Town Planner

Grafton Memorial Municipal Center
30 Providence Road
TELEPHONE: (508) 839-5335 x1144

Date: August 29, 2017
To: Board of Selectmen
From: Joe Laydon, Town Planner 
Re: North Grafton Transit Village Overlay District – 40R District for Fall Annual Town Meeting

The purpose of this memo is to request to be placed on the Board of Selectmen's agenda to discuss the submission of an article for consideration at the Fall Annual Town Meeting.

At its August 28, 2017 meeting, the Planning Board voiced its support to submit an article creating the North Grafton Transit Village Overlay District (NGTVOD) for the eight (8) acre parcel located at the Grafton State Hospital and as shown on the attached lease map.

Town officials have been discussing with officials from the Department of Capital Asset Maintenance and Management (DCAMM) the potential for the redevelopment of this parcel. This parcel is also identified in the recently completed North Grafton Transit Village Strategic Plan for development consistent with MGL Chapter 40R, which encourages higher density development. The proposed NGTVOD bylaw represents a minor modification of the Fisherville Smart Growth Overlay District, which is attached to this memo.

For the Article to be considered by Town Meeting, an application for 40R designation must be submitted to the Department of Housing and Community Development (DHCD). I am currently working on the application. A required element is that the chief executive of the Municipality or designee hold a public hearing on whether the provisions of the proposed Smart Growth Zoning shall be adopted by the Municipality. I propose that the Board of Selectmen designate the Planning Board as its designee so that a public hearing to consider the zoning article be consolidated with the hearing required by DHCD. Should the Board of Selectmen decide to hold such a hearing, I would request it be a joint hearing on the same evening. I am proposing the hearing date be September 25, 2017.

I look forward to discussing this with you on September 5, 2017.

Thank you.

SECTION 13 – NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT (NGTVOD)

13.1 Purpose

It is the purpose of this Section to establish a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G. L. Chapter 40R, and to foster a range of housing opportunities along with a mixed-use development component, to be proposed in a distinctive and attractive site development program that promotes compact design, preservation of open space, and a variety of transportation options, including enhanced pedestrian access to employment and nearby transportation systems. Other objectives of this Section are to:

- 13.1.A** Promote the public health, safety, and welfare by encouraging diversity of housing opportunities;
- 13.1.B** Provide for a full range of housing choices for households of all incomes, ages, and sizes in order to meet the goal of preserving municipal character and diversity;
- 13.1.C** Increase the production of a range of housing units to meet existing and anticipated housing needs;
- 13.1.D** Provide a mechanism by which residential development can contribute directly to increasing the supply and diversity of housing;
- 13.1.E** Establish requirements, standards, and guidelines, and ensure predictable, fair and cost-effective development review and permitting;
- 13.1.F** Establish development standards to allow context-sensitive design and creative site planning;
- 13.1.G** Enable the Town to receive Zoning Incentive Payments and/or Density Bonus Payments in accordance with G. L. Chapter 40R, 760 CMR 59.06, and additional Chapter 70 aid in accordance with G.L. Chapter 40S arising from the development of housing in the North Grafton Transit Village Overlay District.

13.2 Definitions

For purposes of this Section, the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Enabling Laws or this Section 13.2. To the extent that there is any conflict between the definitions set forth in this Section 13.2 and the Enabling Laws, the terms of the Enabling Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting statutory requirements in G.L. c. 184, Section 31 and the requirements of Section 13.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

As-of-right Project or Project - means a Multifamily Use development or a Mixed Use development allowed under Section 13.6 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief.

Design Standards - The document entitled NGTVOD Design Standards, submitted to DHCD by the Town of Grafton, dated [REDACTED], as may be amended in conformance with the provisions of Chapter 40R. Such Design Standards shall be applicable to all Projects within the NGTVOD that are subject to Plan Approval by the Plan Approval Authority.

DHCD - The Department of Housing and Community Development of the Commonwealth of Massachusetts or any successor agency.

Eligible Household - an individual or household whose annual income is less than 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Enabling Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed Use - Structure in which multifamily use is permitted as of right with allowed commercial uses.

Multifamily Use - Dwelling containing four or more dwelling units.

Open Space - the part or parts of land within a Project which are reserved or restricted for permanent open space. This space shall exclude parking areas and stormwater detention areas, but include required setbacks and walkways. The Open Space shall be open and unobstructed to the sky; however, trees, planting, arbors, flagpoles, sculptures, fountains, swimming pools, atriums, outdoor recreational facilities, such items as streetscape elements (lights, planters, benches, etc.), outdoor areas devoted to dining, cafe or similar uses, and decorative surface treatments for sidewalks and other hard surfaces (such as pavers, cobblestones or concrete surface treatments designed to resemble pavers or cobblestones). and similar objects shall not be considered obstructions. No more than 50% of the total amount of required Open Space shall be "wetland," as defined by the requirements of G.L. c. 131, Section 40, and the Town's Wetland By-law.

Plan Approval- standards and criteria which a Project in the NGTVOD must meet under the procedures established herein and in the Enabling Laws.

Plan Approval Authority - For purposes of reviewing Project applications and issuing decisions on development Projects within the NGTVOD, the Plan Approval Authority (PAA), consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Planning Board. The PAA is authorized to approve a site plan to implement a Project.

Recreational Uses - Active recreational uses, including but not limited to ball fields; and passive recreational uses, including but not limited to walking and bicycle paths. Amusements or motorized uses shall not be considered eligible recreational uses.

Zoning By-law - the Zoning By-law of the Town.

13.3 Overlay District

13.3.A Establishment. The North Grafton Transit Village Overlay District, hereinafter referred to as the NGTVOD, is an overlay district having one or more sub districts as follows:

1 Sub-district A – Grafton State Hospital: Sub district A contains land area of approximately 8 acres being portion of Assessor’s Map 5, Lots 4, that is superimposed over the underlying zoning district, as shown on the Zoning Map as set forth on the map entitled “North Grafton Transit Village Overlay District – Sub-district A,,,” dated _____, 2017. This map is hereby made a part of the Zoning By-law, and shown on the map entitled “Town of Grafton – Zoning Map”, and is on file in the Office of the Town Clerk.

2. Sub-district B – reserved.

13.3.B Underlying Zoning. The NGTVOD is an overlay district superimposed on all underlying zoning districts. Except as limited herein, the underlying zoning shall remain in full force and effect. Note: See next section

13.4 Applicability of NGTVOD

In accordance with the provisions of G.L. Chapter 40R and 760 CMR 59.00, an Applicant for a Project located within the NGTVOD may seek Plan Approval in accordance with the requirements of this Section 13. In such case, then notwithstanding anything to the contrary in this Zoning By-law, such Plan Approval shall not be subject to any other provisions of this Zoning By-law, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to building permit or dwelling unit limitations, including but not limited to any rate of development limitations provided in the Zoning By-law. When a building permit is issued for any Project approved in accordance with this Section 13, the provisions of the underlying district(s) shall no longer be applicable to the land shown on the site plan which was submitted pursuant to Section 13.7 for such Project.

13.5 Housing and Affordability

13.5.A Marketing Plan. Prior to granting Plan Approval for housing within the NGTVOD, an Applicant for such approval must submit a narrative document and marketing plan that establishes that the proposed development of housing is appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly. These documents in combination, to be submitted with an application for Plan Approval pursuant to Section 13.7, below, shall include details about construction related to the provision, within the Project, of units that are accessible to the disabled.

13.5.B Number of Affordable Housing Units. For all Projects where the Affordable Units proposed are Homeownership Units, not less than twenty percent (20%) of the total housing units constructed in a Project shall be Affordable Housing. For all Projects where the Affordable Units proposed are Rental Units not less than twenty five percent (25%) of total housing units in any building containing rental units shall be Affordable Housing; provided, however, that 20% of such units may be affordable where restricted to households earning less than 50% of area median income. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of 0.5 or greater shall be deemed to constitute a whole unit.

13.5.C Requirements. Affordable Housing shall comply with the following requirements:

1. For an Affordable Rental Unit, the monthly rent payment, including utilities and parking, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless other affordable program rent limits approved by the DHCD shall apply.
2. For an Affordable Homeownership Unit, the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, insurance, and parking, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one.
3. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
4. The NGTVOD shall not include the imposition of restrictions on age upon the entire District, but the development of specific Projects within the NGTVOD may be exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations.

13.5.D Design and Construction. Units of Affordable Housing shall be finished housing units. Units of Affordable Housing shall be dispersed throughout the development of which they are part and be comparable in initial construction, quality and exterior design to other housing units in the development. The total number of bedrooms in the Affordable Housing

shall be proportionate to the total number of bedrooms in all the units in the development of which the Affordable Housing is part.

13.5.E Affordable Housing Restriction. Each unit of Affordable Housing shall be subject to an Affordable Housing Restriction which is recorded with the appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the affordable housing restriction which shall be the maximum period allowed by law but not less than ninety-nine years;
2. the name and address of an administering agency with a designation of its power to monitor and enforce the affordable housing restriction;
3. a description of the Affordable Homeownership Unit, if any, by address and number of bedrooms; and a description of the overall quantity and number of bedrooms and number of bedroom types of Affordable Rental Units in a Project or portion of a Project which are rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project without specific unit identification
4. reference to a housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. The housing marketing and selection plan may provide for preferences in resident selection to the extent consistent with applicable law for the Affordable Housing Units; the plan shall designate the household size appropriate for a unit with respect to bedroom size and provide that the preference for such Unit shall be given to a household of the appropriate size;
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of a rental unit or the maximum resale price of a homeownership will be set;
7. designation of the priority of the Affordable Housing Restriction over other mortgages and restrictions, provided that a first mortgage of a Homeownership Housing Unit to a commercial lender in an amount less than maximum resale price may have priority over the Affordable Housing Restriction if required by then current practice of commercial mortgage lender;
8. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease or sublease of any unit of Affordable Housing shall be given to the administering agency;
9. provision for effective monitoring and enforcement of the terms and provisions of the affordable housing restriction by the administering agency;
10. provision that the restriction on an Affordable Homeownership Unit shall run in favor of the administering agency and the Town, in a form approved by municipal counsel, and shall limit initial sale and resale to and occupancy by an Eligible Household;

11. provision that the restriction on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Administering Agency and the Town, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;
12. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the administering agency, in a form specified by that agency certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability;
13. a requirement that residents in Affordable Housing provide such information as the administering agency may reasonably request in order to ensure affordability.

13.5.F Administering Agency. An administering agency which may be the Local Housing Authority, or other qualified housing entity (the "Administering Agency,") shall be designated by the PAA as the Administering Agency for all Projects in the NGTVOD . In a case where the Administering Agency cannot adequately carry out its administrative duties, upon certification of this fact by the PAA or by DHCD, such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the PAA or, in the absence of such timely designation, by an entity designated by the DHCD. In any event, such Administering Agency shall ensure the following, both prior to issuance of a Building Permit for a Project within the NGTVOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
3. the housing marketing and resident selection plan conforms to all requirements and is properly administered;
4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given;
5. Affordable Housing Restrictions meeting the requirements of this section are recorded with the proper registry of deeds;

13.5.G Housing Marketing and Selection Plan. The housing marketing and selection plan shall make provision for payment by the Project applicant of reasonable costs to the administering agency to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements, as set forth in 13.5.G.

13.5.H Phasing. For any Project that is approved and developed in phases, the proportion of Affordable Housing Units and the proportion of market rate units shall be consistent across all phases.

13.5.I Computation. Prior to the granting of any Plan Approval of a Project, the applicant must demonstrate, to the satisfaction of the Administering Agency, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to the Town.

13.5.J No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in this Section 13.5 shall not be waived.

13.6 Permitted and Prohibited Uses

13.6.A Permitted Uses. The following uses are permitted as of right in the NGTVOD, provided that such uses permitted pursuant to Section 10 would not authorize development that, when the development potential of the remainder of the district is calculated, would preclude the district as a whole from accommodating at least 201 residential units, taking into account those eligible units completed or under construction and any remaining units allowed to be built, under the NGTVOD regulations:

1. In all Subzones:

- a. Parking, including surface, garage-under, and structured parking (e.g., parking garages);
- b. Open space and recreational uses;
- c. Accessory uses customarily incidental to any permitted uses;
- d. Municipal Uses.

2. In Subzone A:

- a. Multifamily Use or Mixed Use with a density of as set forth in Section 13.10.B;
- b. Restaurant, provided that such restaurant shall not be a fast-food or drive-through restaurant, and shall not exceed 20,000 square feet of gross floor area.
- c. retail establishment not to exceed 20,000 square feet of gross floor area;
- d. day care center;
- e. community or neighborhood center;
- f. personal or consumer service establishment;
- g. business, professional or general office;
- h. bank;
- i. health club;
- j. assisted living facility, including independent, memory care, family services, therapeutic services and hospice care;
- k. microbrewery;
- l. brewpub;

- m. artist live/ work/gallery;
- n. high education satellite campus or facility.

3. In Subzone B:

- a. reserved.

10.6.B Prohibited Uses. All principal uses not expressly allowed are prohibited.

13.7 Application for Plan Approval

13.7.A Pre-application. Prior to the submittal of a site plan, a “Concept Plan,, may be submitted to help guide the development of the definitive site plan for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

- a. Overall building envelope areas;
- b. Open space and natural resource areas;
- c. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and Guidelines and the other requirements of the NGTVOD.

10.7.B Application. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA. An application shall show the proposed buildout of the entire Project, whether the Project will be phased or not.

13.7.C Required Submittals. The application for Plan Approval shall be accompanied by the following plans and documents:

1. Properly executed application form, and (if applicable) all materials necessary for facilitating a public hearing on the application;
2. A filing fee of \$250.00 plus \$80.00 per dwelling unit to cover administrative costs.
3. List of any requested waivers from the requirements of this section 13.0, including a detailed explanation/justification of the reason for such request.
4. A Site Plan prepared by a professional architect or registered professional engineer, at a scale of one-inch equals forty feet (1" = 40'), or at other scale as may be necessary to show all detail clearly and accurately. Sheet sizes shall not exceed twenty-four inches by thirty-six (24" x 36"), and shall not be less than eleven inches by seventeen inches (11" x 17"). If multiple sheets are used they shall be accompanied by an index sheet showing the entire parcel at an appropriate scale. The number of copies required for a complete application shall be identified on the Application form as approved by the PAA. The Plan shall include the following information:
 - a. Name and address of the person or entity submitting the application;

- b. Name and address of the owner of the subject property, if different;**
- c. Present use of the land and description and use of existing building thereon, if any;**
- d. Proposed use of the land;**
- e. Proposed use of existing buildings, if any;**
- f. Description and proposed use of the proposed building, if any;**
- g. Zoning District in which the parcel is located, including floodplain if applicable;**
- h. Locus Map (scale of 1"=1,000') and north arrow;**
- i. Title Block containing: name of the project; applicant; property owner; property address and Assessor's Map/Lot number; date (with revisions); name, address and phone number, and the signature and seal of the professional architect or engineer preparing the plan;**
- j. Wetlands, Ponds, Streams, or other water bodies, including all applicable buffer zones;**
- k. Ownership of all abutting land and approximate location of buildings, driveways, and parking areas thereon within a maximum distance of two hundred feet (200') of the property lines;**
- l. Existing and proposed topography at two-foot (2') elevation intervals;**
- m. All property lines of the subject property, and all setbacks of buildings and parking areas from said lines, and existing and proposed easements, if any;**
- n. Extent and type of all existing and proposed surfaces (pervious and impervious) on the property, including specific materials;**
- o. Lot coverage calculations showing percentage of buildings, percentage of pavement, and percentage of open space/landscaped areas;**
- p. Parking calculations for proposed use, including all existing use that will continue to exist on the property, if applicable;**
- q. Calculations of the volume of earth material to be removed or filled on the property, and delineation of the location of such activity;**
- r. Driveways and driveway openings/entrances;**
- s. Parking and loading spaces;**
- t. Service areas and all facilities for screening;**
- u. Landscaping;**
- v. Lighting;**
- w. Proposed signs (business, traffic, etc.);**
- x. Sewage, refuse and other waste disposal;**
- y. Stormwater management facilities (drainage);**
- z. All structures and buildings associated with the proposed and existing use(s) on the property;**
 - aa. Exterior storage areas and fences;**

- bb. Utilities and their exterior appurtenances (e.g., fire connections);
 - cc. Provisions for dust and erosion control;
 - dd. Any existing vegetation;
 - ee. Any other details or information deemed necessary by the Planning Board due to the unique nature of a proposed use or the subject property;
5. A stormwater management hydrological study prepared in accordance with the Design Standards referenced in Section 13.2.
 6. A report, if applicable, showing calculations of the volume of earth material to be removed from or delivered to the site, including a description of such removal or fill activity. Depending upon the volume of material to be removed or filled, the Planning Board may require the Applicant to submit additional information (if not submitted in the report) regarding, but not limited to, the following: the hours of fill/removal activity; proposed route of transporting materials to and from site; measures for dust and erosion control (both on- and off-site) for the activity.
 7. Draft Housing Marketing and Selection Plan as required by 13.5. A.
 8. Evidence that the Project complies with the cost and eligibility requirements of Section 13.5.C.
 9. Project plans that demonstrate compliance with the requirements of Section 13.5.E
 10. A form of Affordable Housing Restriction that satisfies the requirements of Section 13.5.F
 11. Scaled architectural drawings showing all proposed development, including site plans, elevation drawings, and floor plans. Drawings should clearly and comprehensively illustrate all aspects of the project and detail conformance with the Design Standards, as may be amended, including:
 12. (i) Building plans, including elevation drawings, floor plans, and roof plans, showing design for all new or rehabilitated buildings, including overall dimensions, building materials, colors of permanent exterior finishes (excluding paint color), location and configuration of doors and windows, and details of roofing, siding, ornament and trim, signage, mechanical equipment, and accessory buildings. For developments of multiple buildings, drawings should also show the relationship of individual buildings to each other within the development, as well as to abutting structures. All drawings shall be labeled with the property address and date; elevation drawings should note the compass direction (e.g., "north elevation,"); floor plans should indicate a north arrow. Colored renderings, Power Point presentations, and/or 3-D animated renderings may also be provided.
 - (ii) Materials palette, showing exterior material choices for walls, trim, and windows (glass and framing).

All plans and elevations presented with the application shall remain a part of the records of the PAA.

13.8 Procedures

13.8.A Filing. An applicant for Plan Approval shall file the application and all required submittals with the Town Clerk and shall also file forthwith 20 copies of the application and the other required submittals with the PAA including notice of the date of filing with the Town Clerk.

13.8.B Circulation to Other Boards. Upon receipt of the Application, the PAA shall immediately provide a copy of the application materials to the Board of Selectmen, Zoning Board of Appeals, Board of Health, Housing Authority, Planning Board, Conservation Commission, Fire Department, Police Department, Building Commissioner, Department of Public Works, Affordable Housing Trust, Sewer Department, South Grafton Water District, and other municipal officers, agencies or boards designated by the PAA for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

13.8.C Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the application and site plan.

13.8.D Peer Review. In addition to the application fee, the applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. c. 40R, s. 11. This technical review fee shall be paid at the time of the application. The initial deposit shall be \$10,000 and shall be subject to replenishment as needed. Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the applicant. See Section 13.5.I.

13.9 Reserved

13.10 Dimensional and Density Requirements

13.10.A Dimensional Requirements. Notwithstanding anything to the contrary in the Zoning By-law, the dimensional requirements applicable in the NGTVOD are as follows. All dimensional requirements shall be computed based upon the Project rather than building by building basis:

- Minimum Lot Area:Not applicable
- Minimum Lot Frontage:100 feet
- Maximum Building Height:5 stories excluding parking facilities but not higher than 75 feet

Minimum Street and Lot Line Setback:.....50 feet
Maximum Open Space:.....10%
Total Project Coverage by Buildings:.....50%
Minimum Setback between Buildings15 feet

13.10.B Subzone Density Requirements. The following density shall be allowed as of right in the NGTVOD :

Subzone A:.....minimum of 20 dwelling units per developable acre for multifamily units, 12 units per acre for 2 and/or 3 family units.

Subzone B:reserved

13.11 Parking Requirements

13.11.A General. Notwithstanding anything to the contrary in this Zoning By-law, the parking requirements applicable in the NGTVOD are as follows:

Residential Use:1.5 parking spaces per dwelling unit

Nonresidential Use:.....1 parking space per 300 sq. ft. of nonresidential space

13.11.B Shared Parking. The use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies).

13.11.C Waiver of Parking Requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced upon a demonstration to the reasonable satisfaction of the PAA that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

1. the availability of surplus off street parking in the vicinity of the use being served and/or the proximity of a bus station or major transportation route;
2. the availability of public or commercial parking facilities in the vicinity of the use being served;
3. shared use of off street parking spaces serving other uses having peak user demands at different times;
4. age or other occupancy restrictions which are likely to result in a lower level of auto usage;
5. impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and

6. such other factors as may be considered by the PAA.

10.12 Stormwater Management Standards

Stormwater management shall conform to the Department of Environmental Protection's Stormwater Management Policy.

13.13 Design Standards

13.13.A General. In order to ensure quality development within the NGTVOD and to ensure design that respects the built and natural character of the Town, the Design Standards, approved by DHCD on _____, a copy of which shall be filed with the Town Clerk, shall be applicable to all Projects subject to Plan Approval within the NGTVOD. In addition to the standards set forth in this Bylaw, the physical character of Projects within the NGTVOD shall comply with such standards, as may be amended in conformance with the requirements of Chapter 40R.

13.14 Decision

13.14.A Waivers. Except where expressly prohibited herein, upon the request of the Applicant the Plan Approval Authority may waive dimensional and other requirements of Section 10 , including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the NGTVOD , or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under this Section.

13.14.B Plan Review. An Application for Plan Approval shall be reviewed for consistency with the purpose and intent of this Section, and such Plan Review and shall be construed as an as-of-right review and approval process as required by and in accordance with the Enabling Laws.

13.14.C Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the applicant has submitted the required fees and information as set forth herein; and
2. the Project and site plan meet the requirements and standards set forth this Section 13, or a waiver has been granted there from; and
3. extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated by means of suitable conditions.

13.14.D Plan Disapproval. A site plan may be disapproved only where the PAA finds that:

1. the applicant has not submitted the required fees and information as set forth herein; or
2. the Project and site plan do not meet the requirements and standards set forth this Section 13 or the PAA Design Standards, or a waiver has not been granted therefrom; or
3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

13.14.E Form of Decision. All decisions of the PAA shall be by majority vote of the members present and voting. The PAA shall issue to the applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. A copy of the decision shall be provided to the Director of Inspectional Services. A copy of the decision or application bearing such certification shall be recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the applicant.

13.15 Change in Plans After Approval by PAA

13.15.A Minor Change. After Plan Approval, an applicant may be apply to make minor changes involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision, and provide a copy to the applicant for filing with the Town Clerk. A copy of the decision shall be provided to the Director of Inspectional Services.

13.15.B Major Change. Those changes deemed by the PAA to constitute a major change because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to this Section.

13.16 Enforcement; Appeal

The provisions of the NGTVOD shall be administered by the Building Commissioner, except as otherwise provided herein. Any appeal arising out of action by the PAA regarding an application for Plan Approval shall be governed by the applicable provisions of G. L. c. 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. c. 40A.

13.17 Severability

If any provision of this Section 13 is found to be invalid by a court of competent jurisdiction, the remainder of Section 13 shall remain in full force. The invalidity of any provision of this Section 10 shall not affect the validity of the remainder of the Town's Zoning By-Law.

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

ANNUAL TOWN MEETING WARRANT

OCTOBER 16, 2017

7:30 PM

Worcester, ss:

To Either of the Constables of the Town of Grafton, in the County of Worcester.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Sixteenth (16) Day of October, 2017 at Seven Thirty (7:30) PM to act on the following articles, to wit:

ARTICLE 1. RECEIVE REPORTS OF OFFICES, BOARDS AND COMMITTEES

To receive the reports of the several Town Officers, Boards and Committees, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 2. AMEND TOWN CHARTER

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Charter of the Town of Grafton by approving the capitalization of various words throughout the Charter, all as shown on a draft of the Charter dated January 12, 2017, a copy of which is on file in the Office of the Town Clerk, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 3. AMEND TOWN CHARTER – SECTION 3-4 SCHOOL COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

SECTION 3-4 SCHOOL COMMITTEE

Amending section 3-4 by deleting Section 3-4 School Committee in its entirety

~~(a) **Composition, term of Office** – There shall be no school committee consisting of five members elected for terms of three years each, so arranged that the term of office of nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties**—The school committee shall have all of the powers and duties school committees may have under the constitution and general laws of the commonwealth, and it shall have such additional powers and duties as may be authorized by this charter or by by law. The powers of the school committee shall include, but are not intended to be limited to the following.~~

and adding a new Section 3-4 to read as follows:

SECTION 3-4: SCHOOL COMMITTEE

- (a) **Composition, Term of Office** – There shall be a School Committee consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.
- (b) **Power and Duties** – The School Committee shall have all of the powers and duties school committees may have under the Constitution and General Laws of the Commonwealth.

Submitted by: Board of Selectmen

ARTICLE 4. AMEND TOWN CHARTER – SECTION 3-5: TOWN CLERK

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

SECTION 3-5: TOWN CLERK

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-5: **TOWN CLERK** in its entirety

~~(a) **Term of Office**—There shall be a town clerk elected for a term of three years.~~

~~(b) **Powers and Duties**—The town clerk shall be the keeper of vital statistics for the town; the custodian of the town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issued by town clerks; supervise and manage the conduct of all elections and all other matters relating to elections be the clerk of the town meeting, keep its records and in the absence of the town moderator or deputy town moderator to preside pending the election of a temporary town moderator. The town clerk shall have such other powers and duties as are given to town clerks by general law, by this charter, by by law or by other vote of the town meeting.~~

and adding a new Section 5-7: **TOWN CLERK** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

SECTION 5-7: TOWN CLERK

- (a) **Term of Office** – There shall be a Town Clerk appointed by the Board of Selectmen for a term of three years. The Town Clerk shall be a person especially fitted by education,

training, or previous experience to perform the duties of the office. The Town Clerk must have a working knowledge of Mass. General Laws, be proficient in the State Voter Registration System and State Vitals Registration System, must know the election laws and how to conduct elections legally, and must have the ability to establish and maintain effective and harmonious working relationships with the Town Officials and Departments, State Agencies, and the public.

- (b) **Power and Duties** – The Town Clerk shall be the keeper of vital statistics for the Town; the custodian of the Town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issues by Town Clerks; supervise and manager the conduct of all election sand all other matters relating to elections, be the Clerk of the Town Meeting, keep its records, and in the absence of the Town Moderator or Deputy Town Moderator, to preside pending the election of a temporary Town Moderator. The Town Clerk shall have such other powers and duties as are given to Town Clerks by General Law, by this Charter, by Town By-Law, or by other vote of the Town Meeting.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-5, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 5. AMEND TOWN CHARTER – ARTICLE 3: ELECTED OFFICIALS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-6: **PLANNING BOARD** in its entirety

~~(a) **Composition Term of Office** — There shall be a planning board consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties** — The planning board shall make careful studies of the resources, possibilities and needs of the town and shall make plans for the development of the town. The board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form policies to govern the future growth and development of the town. The board shall have the power to regulate the subdivision of land within the town by the adoption of rules and regulations. The planning board shall make recommendations to the town meeting on all proposed warrant articles which affect land use and development, including but not limited to proposals to amend the zoning by law, and zoning map. The planning board shall make an annual report, giving information regarding the condition of the town and any plans or preposals for its development and estimates of their costs. The planning board shall have all of the other powers and duties which are given to planning boards by general law, by this charter, by by-law or by other town meeting vote.~~

and adding a new Section 5-8: **PLANNING BOARD** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

- (a) **Composition Term of Office** – There shall be a Planning Board consisting of five members appointed by the Board of Selectmen for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.
- (b) **Powers and Duties** – The Planning Board shall make careful studies of the resources, possibilities and needs of Town and shall make plans for the development of the Town. The Board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form, policies to govern the future growth and development in the Town. The Board shall have the power to regulate the subdivision of land within the Town by the adoption of rules and regulations. The Planning Board shall make recommendations to the Town Meeting on all proposed warrant articles which affect land use and development, including but not limited to, proposals to amend the Zoning By-Law and Zoning Map. The Planning Board shall make an annual report, giving information regarding the condition of the Town and any plans or proposal for its development and estimates of their costs. The Planning Board shall have all of the other powers and duties which are given to Planning Boards by General Law, by this Charter, or By-Law or by other Town Meeting votes.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-6, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 6. AMEND TOWN CHARTER – SECTION 3-2 (D) APPOINTMENT

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-2 (D) APPOINTMENT

By deleting Section 3-2(d) **APPOINTMENT** in its entirety

~~(d) **Appointment** — The board of selectmen shall appoint a town administrator, constables, the members of the board of appeals, the registrars of voters (but not the town clerk) and other election officers, the conservation commission, the industrial development finance authority, other members of multiple members bodies the functions of which do not involve direct operating responsibilities, but, are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities.~~

and adding a new Section 3-2(d) **APPOINTMENT** to read as follows:

APPOINTMENT – The Board of Selectmen shall appoint a Town Administrator, Town Clerk (strike if Article 3 fails), the members of the Planning Board (strike if Article 4

fails), Constables, the members of the Board of Appeals, the Registrars of Voters and other election officers, the Conservation Commission, the Industrial Development Finance Authority, other members of multiple members bodies, the functions of which do not involve direct operating responsibilities, but are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities. See Section 8-5 (a) for a complete list of current Selectmen appointees.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 7. AMEND TOWN CHARTER – SECTION 3-1: ELECTIVE OFFICES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-1: ELECTIVE OFFICES

By deleting the current Section 3-1(a) **Elective Offices** in its entirety

~~(a) **Elective offices** – The town offices to be filled by ballot of the whole town shall be a board of selectmen, a school committee, a planning board, a board of library trustees, a town moderator, and a town clerk. In addition, members of a housing authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at town elections.~~

and adding a new Section 3-1(a) **Elective Offices** to read as follows:

Elective offices – The Town offices to be filled by ballot of the whole town shall be a Board of Selectmen, a School Committee, a Board of Library Trustees, and a Town Moderator **(include Planning Board if Article 4 fails, and include Town Clerk if Article 3 fails)**. In addition, members of a Housing Authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at Town election.

And by amending Section 3-1 by deleting Section 3-1(f)(1) **Town Officer** in its entirety

~~(f)(1) **Town Officer** – If there is a failure to elect, or if a vacancy occurs in the office of town clerk, the board of selectmen shall, in writing, appoint some suitable person to serve until the next town election.~~

and renumbering the remaining sections of Section 3-1(f) to reflect this deletion.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 8. AMEND TOWN CHARTER – SECTION 2-3(B) FINANCE COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 2-3(b) FINANCE COMMITTEE

By deleting the current Section 2-3(b) **FINANCE COMMITTEE** in its entirety

~~(b) **Finance Committee** – There shall be a finance committee, the members of which shall be appointed by the moderator. The number of members, the term of office and any other conditions of appointment or service as may be deemed necessary or desirable shall be established by by-law. The subject matter of all proposals to be submitted to a town meeting by warrant articles shall be referred to the finance committee by the board of selectmen at the earliest practicable time following their receipt by the board of selectmen. The finance committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the finance committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the warrant.~~

and adding a new section 2-3(b) Finance Committee to read as follows:

Finance Committee- There shall be a Finance Committee, the members of which shall be appointed by the Moderator. The number of members, the term of office, and any other conditions established by by-law. The subject matter of all proposals to be submitted to a Town Meeting by warrant articles shall be referred to the Finance Committee by the Board of Selectmen. The Finance Committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the Finance Committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the Warrant.

- 1) Amending Section 2 by adding a new Section 2-6 **Town Election** to read as follows:
Town Election – The Annual Election for the election of Town Officers and for the determination of all other matters to be referred to the voters shall be held in May, or on a date fixed by by-law.

and renumbering the remaining sections of Section 2 to reflect the insertion of a new Section 2-6.

Submitted by: Board of Selectmen

ARTICLE 9. AMEND TOWN CHARTER – SECTION 5-6: BOARD OF SEWER COMMISSIONERS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 5-6: BOARD OF SEWER COMMISSIONERS

by deleting the current Section 5-6(a) **Composition, Term of Office**, in its entirety

~~(a) **Composition, Term of Office** – Pursuant to Article 4, Section 4-2 (b) and Article 8, Section 8-5 (f) (3) of this Charter, the three members of the Board of Sewer Commissioners shall continue to be appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.~~

and adding a new Section 5-6(a) **Composition, Term of Office** to read as follows:

Composition, Term of Office – There shall be a Board of Sewer Commissioners made up of three (3) members appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 10. AMEND TOWN CHARTER – SECTIONS 7-5: DEFINITIONS & 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

- 1) By amending Section 7-5: **DEFINITIONS** by adding the words “and the Town’s website” to the end of Section 7-5(f) **Local Newspaper**.
- 2) By amending Section 7-9: **Amend Section 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES – Agendas** – by striking the language below
~~Agendas – At least twenty-four hours before any meeting of a multiple member body is to be held, an agenda containing all items which are scheduled to come before the multiple member body at the meeting shall be posted on the town bulletin board. No action taken on a matter not included in the posted agenda shall be effective unless the multiple member body first adopts by a separate vote a resolution declaring that an emergency exists and that the particular matter must be acted upon at that meeting for the immediate preservation of the peace, health, safety or convenience of the town.~~

And replacing it with:

Agendas of any meeting held by a multiple member body shall be posted in accordance with Massachusetts General Laws. Agendas shall contain all items

which are scheduled to come before the multiple member body at the meeting and shall be posted on the town bulletin board.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 11. AMEND TOWN CHARTER – ARTICLE 8 – TRANSITIONAL PROVISIONS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

By amending Article 8 – **TRANSITIONAL PROVISIONS** by deleting section 8-5: **Time of Taking Effect** in its entirety:

~~This charter shall take effect upon its adoption by the voters of Grafton, except as is hereinafter provided:~~

~~(a) Forthwith following the election at which this charter is adopted each town agency shall designate some person to represent it at all sessions of the town meeting to be held in this calendar year, in accordance with the provisions of section 2-8.~~

~~(b) Forthwith following the election at which this charter is adopted a screening committee shall be established for the purpose of soliciting, receiving and evaluating applications for the position of town administrator.~~

~~The screening committee shall consist of nine persons who shall be chosen as follows: the board of selectmen, the school committee, the planning board and the board of library trustees shall each designate one person, the finance committee shall designate two persons and three persons shall be chosen by the town moderator. Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the town moderator shall be made last in time in order that in making appointments the moderator may, insofar as it may be feasible so to do, appoint persons who will broaden the membership base of the committee to be most representative of the demographic and occupational base of the town.~~

~~Not more than thirty days following the election at which the charter is adopted the several persons chosen as aforesaid shall meet to organize and to plan a process to advertise the vacancy and to solicit by other means candidates for the office. The committee shall proceed notwithstanding the failure of any town agency to designate its representatives.~~

~~The screening committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient.~~

~~Not more than one hundred and fifty days following the date on which the committee meets to organize, the committee shall submit to the board of selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the office of town administrator. The appointment of the first town administrator shall not be considered by the board of selectmen, however, until after the qualification of the two members elected at the special election in September of the year in which the charter is adopted.~~

~~Within thirty days following the date the list of nominees is submitted to it, the board of selectmen shall choose one of the said nominees to serve as town administrator. In the event the board of selectmen shall fail to make an appointment within the said thirty days the screening committee shall, forthwith, appoint the town administrator.~~

~~Upon the appointment of a town administrator the committee established hereunder shall be considered discharged.~~

~~Until such time as some other provision is made, by by law for another screening committee a committee as above shall be established whenever the office of town administrator shall become vacant. For such purpose, references in this section to the date of the election at which this charter is adopted shall be understood to mean the date a vacancy, or pending vacancy, in the office of town administrator becomes known.~~

~~(c) Until such time as the town meeting may act, by by law, to establish different qualifications for the office, the town administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications, (a) have at least an earned bachelor's level degree from a recognized, accredited college or university, (b) have served full time as the chief administrative officer of a city or town for not less than five years.~~

~~(d) Until such time as the salary of the town administrator is otherwise established, and to provide a range within which candidates can be recruited, the salary range for the office is hereby determined to be not less than forty two thousand five hundred nor more than fifty three thousand dollars per year.~~

~~A special election for the purpose of increasing the number of members of the board of selectmen from three to five shall be held on the third Monday in September in the year in which this charter is adopted. Candidates shall be nominated and the election shall be held for two separate offices: (1) to serve as a member of the board of selectmen for the term of three years, expiring at the town election to be held in the third year following the year in which this charter is adopted and (2) to serve as a member of the board of selectmen for the term of two years, expiring at the town election to be held in the second year following the year in which this charter is adopted.~~

(e) ~~Until such time as the town meeting may act, by by-law, to amend, repeal or revise them, the following provisions shall have the force of town by-laws:~~

1) ~~**Date of Town Meetings**—The spring session of the annual town meeting shall be held on the second Monday in May and the fall session of the town meeting shall be held on the third Monday in October.~~

2) ~~**Date of Town Elections**—The annual town election for the election of town officers and for the determination of all other matters to be referred to the voters shall be held on the first Monday in May.~~

3) ~~**Town Administrative Organization**—Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative:~~

~~***The Board of Selectmen shall appoint:***~~

- ~~a town administrator to serve for an indefinite term;~~
- ~~a board of health to consist of three members appointed for terms of three years each;~~
- ~~a conservation commission to consist of nine members appointed for terms of three years each;~~
- ~~a board of registrars of voters in the manner provided by general law;~~
- ~~a board of appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;~~
- ~~a council on aging, as provided by by-law;~~
- ~~a development and industrial commission, as provided by by-law;~~
- ~~a industrial development financing authority in the manner provided by general law;~~
- ~~a cable television oversight committee;~~
- ~~a cemetery commission;~~
- ~~constables;~~
- ~~a civil defense director and related civil defense personnel;~~
- ~~an arts lottery council;~~
- ~~a Grafton Historical Commission;~~
- ~~the McNamara Memorial Committee~~
- ~~the municipal center renovations committee;~~

- ~~a board of trustees of soldier's memorials;~~
- ~~a board of trustees of the South Grafton Community House;~~

~~***The town administrator shall appoint:***~~

~~a director of public works (if any) and all other employees of a department of public works;~~
~~a police chief and other police officers to serve for indefinite terms;~~
~~a board of fire engineers, a fire chief, forest wardens and other firefighters, to serve for indefinite terms;~~
~~a board of assessors to consist of a principal assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;~~
~~a board of sewer commissioners to consist of three members, appointed for terms of three years each;~~
~~a town collector/ treasurer to serve for a term of three years;~~
~~a town accountant to serve for the term of three years;~~
~~an inspector of buildings to serve for an indefinite term;~~
~~a wire inspector to serve for an indefinite term;~~
~~an inspector of gas appliances and gas fittings to serve for an indefinite term;~~
~~a plumbing inspector to serve for an indefinite term;~~
~~an animal control officer to serve for an indefinite term;~~
~~a sealer of weights and measures in accordance with the civil service law and rules;~~
~~a board of trustees of Nelson Park and Memorial;~~
~~a recreation commission;~~
~~a parking clerk;~~
~~a town counsel;~~
~~a town engineer;~~
~~a town forest committee;~~
~~a traffic safety committee;~~
~~a veteran's services director, veteran's agent, veteran's graves officer and burial agent;~~
~~a health agent, animal inspector and other personnel of a department of public health.~~

(g) ~~All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.~~

~~The position of executive secretary to the board of selectmen created by vote of the 1982 annual town meeting under article 33 is hereby abolished. Nothing contained in the charter shall be construed as to grant to the incumbent of that office at the time the charter is adopted any right or privilege to be retained in the employment of the town. It is the specific intention of this provision that such person not automatically be continued in office under the designation of town administrator, which office is created by Article 4 of the charter. There shall be a wide-spread search for candidates to be considered for appointment to the office of town administrator. The incumbent executive secretary may be such a candidate.~~

~~(i) The provisions of the charter which relate to the establishment of a combined department of public works shall not become effective until the first day of July in the year following the year in which this charter is adopted; provided, however, that no further elections to any offices to be included under the said department shall be held.~~

~~(j) Forthwith following the election at which this charter is adopted a special committee of seven members shall be appointed by the board of selectmen to revise the by-laws of the town in order to fully implement the provisions of this charter. The said committee shall submit a report and recommendations to the town meeting for adoption by a warrant article at a session of the town meeting held not more than one year following the election at which the charter is adopted. At least two members of the said committee shall have been members of the charter commission.~~

~~(k) The offices of town treasurer and town collector shall be combined into a single office, to be appointed by the town administrator, effective on the first day of July in the year following the year in which this charter is adopted. The terms of office of the persons serving as town treasurer and as town collector shall be terminated upon the appointment of a treasurer-collector. Nothing in this section shall be construed to prevent either of said persons from being a candidate for appointment, or from being appointed to the combined office. If a vacancy shall occur in either office prior to the said July first effective date of the merger it shall be filled, pending such consolidation of the offices, by vote of the board of selectmen if it occurs before the appointment of a town administrator, or, by the town administrator if it occurs after such appointment.~~

~~(l) Notwithstanding any provision of this charter to the contrary, it is not expected that the first person to serve as town administrator shall forthwith upon appointment begin at once to perform all of the duties and exercise all of the powers, duties and responsibilities assigned by this charter to the office. It is recognized that in the best long-range interest of the town of Grafton, that such assumption must be gradual and on a phased-in basis.~~

~~(m) The provisions of section 6-2 and section 6-6 of the charter shall not become effective until the year following the year in which the charter is adopted.~~

(n) The following provisions of existing by laws are hereby amended, repealed or revised, as indicated:

ARTICLE 1

~~by deleting section 8A by deleting section 9~~

ARTICLE 2

~~By deleting section 8 and substituting in its place, the following: On substitute motions and proposed amendments involving sums of money, the votes shall be taken in descending order, the largest sum proposed shall be taken up first and voting shall continue until an affirmative vote on a sum is reached. Any lesser amounts proposed not then voted upon shall be deemed to have been defeated.~~

~~By deleting section 10 and substituting in its place, the following: A motion to reconsider any prior vote shall not be accepted. All votes taken shall be deemed to be final.~~

~~By inserting into article 2 a new section 20, as follows:~~

~~In all matters not covered by these by laws the town moderator shall be guided by the rules of parliamentary procedures as applied to Town Meetings in "Town Meeting time, A Practical Handbook of Parliamentary Law".~~

ARTICLE 3

~~By inserting in article 3 a new section 3A as follows:~~

~~The report of the finance committee shall be printed and copies shall be made available for distribution to every person who shall request a copy thereof at the office of the town clerk, at the public library and at its branches, at the police station and at other places in the town for the convenience of the voters. The reports shall be available at least seven days before the town meeting is to act on any article contained in the warrant for the said town meeting.~~

ARTICLE 22

~~By striking out section 1 of said article and substituting in its place, the following:~~

~~The town administrator shall be the personnel director of the town of Grafton. The term "personnel Board" or "Board" as used in this by-law shall be construed to mean the town administrator. Provided, however, the town administrator may, from time to time, as said town administrator deems to be necessary, desirable or expedient, appoint a personnel advisory committee of such number of members, to serve for such length of term as said town administrator may deem appropriate, to assist in the performance of the duties and functions related to personnel as are assigned by the Grafton Home Rule Charter.~~

~~(o) Notwithstanding any provision of this charter to the contrary, during the first calendar year following the appointment of the first town administrator the votes of four members of the board of selectmen shall be necessary to remove said town administrator from office.~~

and replacing it with a Section 8-5, entitled “**Town Administrative Organization**” to read as follows:

Section 8-5: Town Administrative Organization – Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative; Until such time as the town meeting shall act, by by-law, to amend, repeal, or revise them, the following provisions shall have the force of town by-laws:

(a) The Board of Selectmen shall appoint:

- A Town Administrator to serve for an indefinite term;
- **A Town Clerk for a term of three years; (delete if Article 3 fails)**
- **A Planning Board to consist of five members appointed for terms of three years each; (delete if Article 5 fails)**
- A Board of Health to consist of five members appointed for terms of three years each;
- A Conservation Commission to consist of five members appointed for terms of three years each;
- A Board of Registrars of voters in the manner provided by general law, for terms of three years each;
- A Board of Appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;
- A Council on Aging, as provided by By-Law, for terms of four years each;
- A Development and Industrial Commission as provided by By-Law;
- A Industrial Development Financing Authority in the manner provided by general law;
- A Cable Television Oversight Committee, for terms of one year each;
- A Cemetery Commission for terms of three years each;
- Constables, for a term of one year each;
- An Emergency Management Director and related Emergency Management Personnel, for an indefinite term;
- An Arts Lottery Council;
- A Grafton Historical Commission, for terms of three years each;
- The McNamara Memorial Committee;
- The Municipal Center Renovations Committee;
- A Board of Trustees of Soldier’s Memorials, for terms of three years each;

(b) The Town Administrator shall appoint:

- A Director of Public Works (if any) and all other employees of a Department of Public Works to serve for indefinite terms;
- A Police Chief and other police officers to serve for indefinite terms;
- A Board of Fire Engineers, Fire Chief, forest wardens and other firefighters, to serve for indefinite terms;

- A Board of Assessors to consist of a Principal Assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;
 - A Board of Sewer Commissioners to consist of three members, appointed for terms of three years each;
 - A Town Collector/Treasurer to serve for a term of three years;
 - A Town Accountant to serve for the term of three years;
 - An Inspector of Buildings to serve for an indefinite term;
 - A Wire Inspector to serve for an indefinite term;
 - An Inspector of Gas Appliances and Gas Fittings to serve for an indefinite term;
 - An Animal Control Officer to serve for an indefinite term;
 - A Sealer of Weights and Measures in accordance with the civil service laws and rules;
 - A Recreation Commission to serve for a term of three years each;
 - A Parking Clerk to serve for a term of one year;
 - A Town Counsel to serve for an indefinite term;
 - A Town Engineer to serve for an indefinite term;
 - A Traffic Safety Committee to serve for a term of one year each;
 - A Town Planner to serve for an indefinite term;
 - A Veteran's Services Director, Veteran's Agent, Veteran's Graves Officer and Burial Agent, all to serve for a term of one year each;
 - A Health Agent, and other personnel of a Department of Public Health, to serve for an indefinite term.
- (c) All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 12. AMEND TOWN CHARTER – ARTICLE 4: TOWN ADMINISTRATOR

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND ARTICLE 4 – TOWN ADMINISTRATOR

By deleting the first sentence of Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** in its entirety:

~~The board of selectmen shall appoint a town administrator from a list prepared by a screening committee established by law.~~ The board of selectmen shall appoint the town administrator to serve for an indefinite term and shall fix the compensation for such person, annually, within the amount appropriated by the town. The town administrator shall be appointed solely on the basis of demonstrated executive and administrative qualifications. The town administrator shall be a person especially fitted by education, training and previous experience in public administration to

perform the duties of the office. A town administrator need not to be a resident of the town or of the commonwealth at the time of appointment, or at any time during the period of such service. The town administrator shall not have served in an elective office in the town government for at least twelve months prior to appointment. The town may from time to time establish, by by-law, such additional qualifications as seem necessary and appropriate.

The town administrator shall devote full time to the office and shall not hold any other public office, elective or appointive, nor engage in any other business or occupation during such service, unless such action is approved in advance and in writing by the board of selectmen.

The board of selectmen shall provide for an annual review of the job performance of the town administrator which shall, at least in summary form be a public record.

Any vacancy in the office of the town administrator shall be filled as soon as possible by the board of selectmen, and meanwhile they shall appoint a qualified town administrative officer or employee to serve as temporary town administrator to perform the duties of the office. Such temporary appointment may not exceed three (3) months but one renewal may be voted by the board of selectmen not to exceed a second three (3) months. Compensation for such person shall be set by the board of selectmen.

and adding a new first sentence to Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** to read as follows:

The Board of Selectmen shall appoint a Town Administrator from a list prepared by a Screening Committee outlined in Section 4-6.

Amending Article 4 – **TOWN ADMINISTRATOR**, by adding a Section 4-6: **SCREENING COMMITTEE** to read as follows:

The Screening Committee shall consist of nine persons who shall be chosen as follows: The Board of Selectmen, The School Committee, the Planning Board, and the Board of Library Trustees shall each designate one person, the Finance Committee shall designate two persons and three persons shall be chosen by the Town Moderator.

Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the Town Moderator shall be made after each agency has designated an appointee. The Moderator shall consider appointing persons who will broaden the membership based of the committee to be most representative of the demographic and occupational base of the town.

The Screening Committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient. Not more than one hundred and fifty days following the date on which the Committee meets to organize, the Committee shall submit to the Board of Selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the Office of Town Administrator.

Within forty-five days following the date of the list of nominees is submitted to it, the Board of Selectmen shall choose one of the said nominees to serve as Town Administrator. In the event the Board of Selectmen shall fail to take action on the list within the said forty-five days, the Screening Committee shall, forthwith, appoint the Town Administrator. Upon the appointment of a Town Administrator, the Committee established hereunder shall be considered discharged.

The Town Administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications; a Master's Degree in Public Administrator, or related field from an accredited college or university (preferred) and any combination of education and experience with 2-5 years demonstrated progressive responsibilities in Municipal Government.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 13. ADJUST FY18 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the purpose of adjusting certain line items within the operating budget for FY18, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 14. PRIOR FISCAL YEAR BILLS

To see if the Town will vote to transfer from available funds a sum of money to pay bills incurred in a prior fiscal year, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 15. FIRE DEPARTMENT RETIREMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Fire Department Retirement Account, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 16. SICK AND VACATION BUYBACK

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the accumulated sick and vacation leave buyback for retiring employees pursuant to the Town By-Laws and/or collective bargaining agreements, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 17. APPROPRIATION TO OPEB TRUST FUND

To see if the Town will vote to appropriate a sum of money from the stabilization fund to fund the OPEB Trust fund, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 18. FUNDING FOR FOLLETTE STREET WELL PROJECT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Follette Street Well Project Account for the purpose of funding the Follette Street Well Project, pursuant to Article 10 of the May 11, 2009 Special Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 19. CPC AFFORDABLE HOUSING RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Affordable Housing, or take any other action relative thereto.

Submitted by: Community Preservation Commission

ARTICLE 20. CPC OPEN SPACE RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Open Space, or take any other action relative thereto.

Submitted by: Community Preservation Commission

ARTICLE 21. CPC HISTORIC PRESERVATION RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Historic Preservation, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 22. FUND FOR CPA PURPOSES

To see if the Town will vote to reserve a sum of money from the FY2018 Community Preservation Fund revenues for FY18 Community Preservation Fund purposes, or take any other action relative thereto.

Submitted by: Community Preservation Commission

ARTICLE 23. CPC – AFFORDABLE HOUSING TRUST TRANSFER

To see if the Town will vote to transfer the sum of \$48,642 from the CPA Affordable Housing Reserve account to the Grafton Affordable Housing Trust, with such funds to be used in accordance with the CPA guidelines for community housing, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 24. CPC – STONE ARCH BRIDGE PROJECT

To see if the Town will vote to appropriate the sum of \$120,000 from the CPC Undesignated Fund to complete the Stone Arch Bridge Project, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 25. ROAD IMPROVEMENT STABILIZATION FUND

To see if the Town will vote to transfer \$1,500,000 from the Road Improvement Stabilization fund to the Road Improvement Capital Expenditures fund for road improvement projects consistent with Chapter 90 rules and regulations as recommended by the DPW Advisory committee and approved by the Board of Selectmen, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 26. LONG RANGE IT ACCOUNT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a Long Range Information Technology Maintenance Account, pursuant to Article 17 of the May 12, 2014 Annual Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 27. PURCHASE OF SNOW PLOW OPERATIONS EQUIPMENT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purchase of snow plow operations related materials to fit two new DPW operations vehicles, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 28. SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to authorize the Board of Selectmen, pursuant to Article 4, Section 9 of the Town By-Laws, to sell under such terms and conditions as it deems appropriate, surplus equipment and vehicles no longer needed by the Department of Public Works, Police Department, Fire Department, Sewer Department, Recreation Commission, Council on Aging and School Department, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 29. INCREASE LIMIT FOR SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to increase the sale threshold for approval to sell surplus equipment at Town Meeting from \$5,000 to \$25,000, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 30. FUND PART-TIME ECONOMIC DEVELOPMENT COORDINATOR

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a part-time Economic Development Coordinator position for 2 years, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 31. BROOKWMEADOW VILLAGE ROADWAY ACCEPTANCE

To see if the Town will vote to accept the roadways and associated utilities and easements known at "Brookmeadow Village", or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 32. FUND AUDIENCE RESPONSE SYSTEMS VOTING DEVICES

To see if the Town will vote to raise and appropriate and/or transfer a sum of money to purchase an Audience Response System voting device for use at Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 33. NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT

To see if the Town will vote to establish a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G.L. Chapter 40R, or to take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 34. SOLAR TAX AGREEMENT

To see if the Town will vote in accordance with M.G.L Chapter 59, Section 38H, to authorize the Board of Selectmen to enter into a Tax Agreement with the lessees/operators of the solar photovoltaic energy generating facilities or its assign for a period of up to twenty-five (25) years, and to approve said agreement under which the lessees/operators or its assign will pay the Town a sum of money per year relative to 207 Providence Road, Assessor's Map 99, Lot 10, related to the proposed construction and operation of a Large-Scale Ground Mounted Solar Photovoltaic Installation with an expected nameplate capacity of approximately 1,319 megawatts, said Tax Agreement is on file in the Town Clerk's Office, and further to allow the Board of Selectmen to negotiate any amendments necessary to said Tax Agreement to reflect any changes in the size of the parcel of land or size of the system so long as the payments reflected in the Tax Agreement rise or lower commensurately; or take any other action relative thereto.

Submitted by: Town Administrator

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid.

Given under our hands the _____ day of September in the year of our Lord Two Thousand Seventeen.

BOARD OF SELECTMEN

Bruce Spinney III, Chairman

Sargon Hanna, Vice Chairman

Jennifer Thomas, Clerk

Brook Padgett

Craig Dauphinais

A TRUE COPY,
ATTEST:

September _____ 2017

I have complied with the requirements of the above Warrant and with the Town of Grafton By-laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton